COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL NO. MHSA FSP-5

SPECIFICATIONS, TERMS & CONDITIONS

for

MENTAL HEALTH SERVICES ACT (MHSA)
FORENSIC ASSERTIVE COMMUNITY TREATMENT (FACT) TEAM
FULL-SERVICE PARTNERSHIP

INFORMATIONAL MEETING / BIDDERS CONFERENCE

At
3:00 pm on Monday, November 13, 2006
At
Alameda County Behavioral Healthcare Services
2000 Embarcadero Cove, Ste 400
Oakland, CA

RESPONSES DUE
No later than
Monday, December 11, 2006
To
Attn: FSP-5 FACT
Naika McDonald
2000 Embarcadero Cove, Suite 400
Oakland, CA 94612
(510) 383-1704
**COUNTY OF ALAMEDA**

SPECIFICATIONS, TERMS & CONDITIONS
For
Forensic Assertive Community Treatment Team (FACT) Full-Service Partnership

**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>I. ACRONYM AND TERM GLOSSARY</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. ACRONYM AND TERM GLOSSARY</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II. STATEMENT OF WORK</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>II. STATEMENT OF WORK</td>
<td>10</td>
</tr>
<tr>
<td>A. Intent</td>
<td>10</td>
</tr>
<tr>
<td>B. Scope</td>
<td>11</td>
</tr>
<tr>
<td>C. Background</td>
<td>12</td>
</tr>
<tr>
<td>D. Program Requirements</td>
<td>13</td>
</tr>
<tr>
<td>E. Reporting</td>
<td>19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>III. INSTRUCTIONS TO BIDDERS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>III. INSTRUCTIONS TO BIDDERS</td>
<td>20</td>
</tr>
<tr>
<td>F. County Contacts</td>
<td>20</td>
</tr>
<tr>
<td>G. Calendar of Events</td>
<td>20</td>
</tr>
<tr>
<td>H. Informational Meeting/Bidders Conference</td>
<td>21</td>
</tr>
<tr>
<td>I. Submittal of Bids</td>
<td>21</td>
</tr>
<tr>
<td>J. Response Format</td>
<td>22</td>
</tr>
<tr>
<td>K. Evaluation Criteria/Selection Committee</td>
<td>30</td>
</tr>
<tr>
<td>L. Contract Evaluation and Assessment</td>
<td>35</td>
</tr>
<tr>
<td>M. Notice of Award</td>
<td>36</td>
</tr>
<tr>
<td>N. Bid Protest / Appeals Process</td>
<td>36</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IV. TERMS AND CONDITIONS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>IV. TERMS AND CONDITIONS</td>
<td>37</td>
</tr>
<tr>
<td>O. Term / Termination / Renewal</td>
<td>37</td>
</tr>
<tr>
<td>P. Pricing</td>
<td>37</td>
</tr>
<tr>
<td>Q. Award</td>
<td>38</td>
</tr>
<tr>
<td>R. Method of Ordering</td>
<td>39</td>
</tr>
<tr>
<td>S. Invoicing</td>
<td>39</td>
</tr>
<tr>
<td>T. County Provisions</td>
<td>40</td>
</tr>
<tr>
<td>U. Contract Manager/Support Staff</td>
<td>42</td>
</tr>
<tr>
<td>V. General Requirements</td>
<td>43</td>
</tr>
<tr>
<td>W. Cultural Competence Guidelines</td>
<td>43</td>
</tr>
</tbody>
</table>
I. **ACRONYM AND TERM GLOSSARIES**

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

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>24/7</td>
<td>Twenty four hours per day, seven days per week</td>
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<tr>
<td>5150</td>
<td>5150 is a designated California Welfare and Institutions Code which allows a professional person designated by the County to transport individuals to a psychiatric facility for involuntary 72-hour treatment and evaluation</td>
</tr>
<tr>
<td>AB2034</td>
<td>AB 2034 is a &quot;whatever-it-takes&quot; program to end homelessness, incarceration and psychiatric hospitalization for adults with severe mental illness, and to support consumers in recovery and self-sufficiency. The hallmark of this program is that it is supported by non-Medi-Cal flexible funding. This flexible funding sustains formerly homeless people in housing by providing housing subsidies, rental assistance, a range of comprehensive integrated services and the intensive staff support. Peer support services are offered by consumers who are well into their recovery and have been in the public mental health system. AB 2034 programs were funded to support the &quot;cultural shift&quot; that must take place for real cultural change to occur on the individual, program and system levels. These programs were identified as a national model for delivering services to homeless people with severe mental illness in the report by the President's New Freedom Commission on Mental Health. The MHSA’s Full Service Partnership model was based on the AB2034 program.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>ACBHCS or BHCS</td>
<td>Alameda County Behavioral Health Care Services</td>
</tr>
<tr>
<td>ACBHCS Quality Improvement Program</td>
<td>A specific Alameda County Behavioral Health Care Services program designed to improve quality.</td>
</tr>
<tr>
<td>ACT</td>
<td>Assertive Community Treatment</td>
</tr>
<tr>
<td>Active Caseload</td>
<td>The average number of unique consumers receiving team-based case management in a 90 day period; usually excludes those unable to be contacted, those ready to be dis-enrolled to lower level of services or others who refuse contact or services apart from new outreach services</td>
</tr>
<tr>
<td>Accessible Services</td>
<td>Services that are affordable, available and sensitive to individual needs and cultural values.</td>
</tr>
<tr>
<td>Acute Psychiatric Inpatient Hospital Services</td>
<td>Services provided in general acute care hospitals, acute psychiatric hospitals, and psychiatric health facilities. These facilities provide service 24/7. Services include routine hospital services, all hospital-based ancillary services, and professional services. Routine hospital services include but are not limited to all medical, nursing and other support services usually provided to an inpatient by a psychiatric inpatient hospital. Included are psychotherapy, consultation, case conference, case management, occupational therapy, pharmacy, medication management, school/education/tutoring, translation/language support, and financial counseling.</td>
</tr>
<tr>
<td>Adolescent</td>
<td>Youth between the ages of 12 and 17.</td>
</tr>
<tr>
<td>Adult</td>
<td>Individuals between the ages of 18 and 59.</td>
</tr>
<tr>
<td>Agreement</td>
<td>The formal contract between ACBHCS and the Contractor</td>
</tr>
<tr>
<td>Assessment</td>
<td>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.</td>
</tr>
<tr>
<td>Attachment Theory Principles</td>
<td>One of the leading frameworks for the study of close relationships, personality processes, and emotional dynamics. It addresses a wide range of issues including the evolution and development of intimate relationships, the defensive regulation of thought, feeling and action, the role of mental representations in interpersonal behavior, and the processes promoting mental health.</td>
</tr>
<tr>
<td>BASN</td>
<td>Bay Area Services Network</td>
</tr>
<tr>
<td>Best Practice</td>
<td>A body of knowledge that may include scientific, practical or anecdotal elements and that is perceived as an effective method of treatment.</td>
</tr>
<tr>
<td>BHCS</td>
<td>Behavioral Health Care Services. This department is part of the Alameda County Health Care Services Agency. Also known as Alameda County Behavioral Health Care Services (ACBHCS)</td>
</tr>
<tr>
<td>BHCS Monitor</td>
<td>Staff person or persons designated by BHCS to observe and critique contract compliance as necessary and/or on a predetermined schedule.</td>
</tr>
<tr>
<td>Bid</td>
<td>Shall mean the bidder’s/contractor’s response to this Request</td>
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<tr>
<td>Bidder</td>
<td>Shall mean the specific person or entity responding to this RFP</td>
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<tr>
<td>Booking</td>
<td>The intake section of the county jail</td>
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<td><strong>Board</strong></td>
<td>Shall refer to the County of Alameda Board of Supervisors</td>
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<tr>
<td><strong>Case Management</strong></td>
<td>The total provision of services to a consumer that addresses the needs of the client to function at his or her best level in the community, often arranging for appropriate services and support. A case manager coordinates mental health, social work, educational, health care, vocational, housing, transportation, advocacy, respite care, and recreational services, as needed. The case manager makes sure that the changing needs of the consumer and family are met. (This definition does not apply to managed care). See also definition of Personal Care Coordinator in Full Service Partnership section of the glossary.</td>
</tr>
<tr>
<td><strong>CBT</strong></td>
<td>Cognitive Behavioral Therapy</td>
</tr>
<tr>
<td><strong>CJMH</strong></td>
<td>Criminal Justice Mental Health Services, a division of BHCS, provides mental health services in the jail(s).</td>
</tr>
<tr>
<td><strong>COLA</strong></td>
<td>Cost Of Living Allowance</td>
</tr>
<tr>
<td><strong>Chronically Homeless</strong></td>
<td>Under the HUD definition applicable to the Shelter Plus Care Certificates, the term “chronically homeless” or “chronically homeless individual” or “homeless person” is an unaccompanied homeless individual with a disabling condition who has either: a) been continuously homeless for a year or more, or; b) has had at least four (4) episodes of homelessness in the past three (3) years.</td>
</tr>
<tr>
<td><strong>Community Collaboration</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Community Service And Support</strong></td>
<td>A general reference to community-based mental health services and support programs, which includes a variety of services, a wide range of intensities and purpose. This term often refers to a continuous system of care” model able to respond to a variety of user needs. See “Integrated Services” and “System of Care”, below.</td>
</tr>
<tr>
<td><strong>Consumer/Client</strong></td>
<td>Any individual who does or could receive mental health, alcohol, drug and other care services to improve the quality of his or her life.</td>
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<tr>
<td><strong>Consumer-Driven</strong></td>
<td>A client-centered system of mental health care tailored to an individual’s needs, preferences, and timetables that views providers and family as partners, not controlling partners.</td>
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<tr>
<td><strong>Contractor</strong></td>
<td>When capitalized, shall refer to selected bidder that is awarded a contract</td>
</tr>
<tr>
<td><strong>County</strong></td>
<td>When capitalized, shall refer to the County of Alameda</td>
</tr>
<tr>
<td><strong>Crisis Intervention</strong></td>
<td>A service of less than 24 hours duration for a condition which requires a more timely response than a regularly scheduled visit. Crisis intervention may include, but is not limited to, assessment, collateral, and therapy. The service can be delivered at any site that has been certified by the MHP or State to provide crisis intervention services.</td>
</tr>
<tr>
<td><strong>Crisis Service/Program</strong></td>
<td>An outpatient program offering either crisis intervention or stabilization services.</td>
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<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>Crisis Stabilization</td>
<td>A service of less than 24 hours duration for a condition which requires more timely response than a regularly scheduled visit. Crisis stabilization may include, but is not limited to, assessment, collateral, therapy. The service can only be delivered at a site that has been certified by the MHP or State to provide crisis stabilization services.</td>
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<tr>
<td>CSC</td>
<td>Shall refer to County Selection Committee</td>
</tr>
<tr>
<td>Cultural Competence/Multi-Culturalism</td>
<td>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.</td>
</tr>
<tr>
<td>DBT</td>
<td>Dialectic Behavior Therapy</td>
</tr>
<tr>
<td>Developmentally Delayed</td>
<td>This refers to health conditions associated with established growth or maturation processes and may include both physical and mental functions</td>
</tr>
<tr>
<td>Disabling Condition</td>
<td>Under the HUD definition applicable to the Shelter Plus Care Certificates, a diagnosable substance use disorder, severe mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrences of two or more of these conditions.</td>
</tr>
<tr>
<td>DSM-IV</td>
<td>Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition</td>
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<tr>
<td>Early Intervention</td>
<td>Usually joined in phrase with the term Prevention, it means providing services or treatment early on at the onset of an illness with the goal of reducing the duration of the disorder.</td>
</tr>
<tr>
<td>EBT</td>
<td>Evidence Based Treatment</td>
</tr>
<tr>
<td>EMT</td>
<td>Emergency Medical Team</td>
</tr>
<tr>
<td>Environmentally Preferable Products</td>
<td>Products manufactured in a manner such that the impact on the environment is minimized throughout the entire lifecycle of the product by implementing sustainable practices during material sourcing, manufacturing, transportation, and by providing products that can be used and disposed of in an environmentally sound manner</td>
</tr>
<tr>
<td>EPA</td>
<td>United States Environmental Protection Agency</td>
</tr>
<tr>
<td>Evidence-Based Practice</td>
<td>An approach to managing mental health services that uses data which shows consistent evidence of improved outcomes to support decision-making.</td>
</tr>
<tr>
<td>Expand</td>
<td>Increase in the kind or amount of services offered or increase in the number of people served or increase in the capacity to provide extended or new services.</td>
</tr>
<tr>
<td>Family, Family Partner, Parent Partners, Significant Other, Significant Support Person</td>
<td>The persons (biologically related or not) responsible for the consumer in question.</td>
</tr>
<tr>
<td>Family-Driven</td>
<td>A system of care that involves the family of a youth/consumer in the process of assessment, identifying treatment options and developing a treatment plan that is based on and adapted to the youth/consumer’s individual needs.</td>
</tr>
<tr>
<td><strong>Family Member</strong></td>
<td>An individual who is now or was in the past, either the primary caregiver or a concerned and involved person who provides a significant level of support to a person who is living with a mental illness.</td>
</tr>
<tr>
<td><strong>Federal</strong></td>
<td>Refers to United States Federal Government, its departments and/or agencies</td>
</tr>
<tr>
<td><strong>FSP</strong></td>
<td>Full Service Partnership</td>
</tr>
<tr>
<td><strong>GSA</strong></td>
<td>The General Services Agency of the County of Alameda. The GSA is responsible for, among other things, building maintenance.</td>
</tr>
<tr>
<td><strong>HCD</strong></td>
<td>Alameda County Housing and Community Development Department</td>
</tr>
<tr>
<td><strong>Homeless, Homeless Individual, or Homeless Person</strong></td>
<td>Under the HUD definition applicable to the Shelter Plus Care Certificates: (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and (2) an individual who has a primary nighttime residence that is— (A) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); (B) an institution that provides a temporary residence for individuals intended to be institutionalized; or (C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings</td>
</tr>
<tr>
<td><strong>HUD</strong></td>
<td>United States Department of Housing and Urban Development</td>
</tr>
<tr>
<td><strong>IDDT</strong></td>
<td>Integrated Dual Diagnosis Treatment</td>
</tr>
<tr>
<td><strong>Independent Living Services</strong></td>
<td>Assistance, skills training and supportive services designed to maximize the client’s ability to function in the community.</td>
</tr>
<tr>
<td><strong>Innovation</strong></td>
<td>New and creative approaches and programs that increase access, quality of services and/or collaboration.</td>
</tr>
<tr>
<td><strong>Integrated Services</strong></td>
<td>The range of community and supportive services available to a consumer that are coordinated, integrated and reflect common values and focus on the delivery of services.</td>
</tr>
<tr>
<td><strong>Integrated Services &amp; Supports Plan (ISSP)</strong></td>
<td>A strength-based planning tool that each enrollee is required to develop with a Personal Services Coordinator. It includes goals and provides a map of the steps that the enrollee identifies as necessary to move along his/her recovery path.</td>
</tr>
<tr>
<td><strong>Involuntary</strong></td>
<td>Actions taken without regard to the willingness, or in opposition to the intentions of the client and/or his parent/guardians</td>
</tr>
<tr>
<td><strong>ITR</strong></td>
<td>Intake Transfer and Release (at Santa Rita Jail)</td>
</tr>
<tr>
<td><strong>IST</strong></td>
<td>Incompetent to Stand Trial PC 1370, 1370.01’</td>
</tr>
<tr>
<td><strong>Labor Code</strong></td>
<td>Refers to the California Labor Code</td>
</tr>
<tr>
<td><strong>Major Mental Disorder</strong></td>
<td>ACBHCS defines a major mental disorder or illness to be a condition associated with a diagnosis within the DSM-IV-TR 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 Severe Mental Illness.</td>
</tr>
<tr>
<td><strong>Managed Care</strong></td>
<td>A system requiring that a single individual in the provider organization is responsible for arranging and approving all services needed under the contract. Embraced by employers, mental health authorities, and insurance companies, managed care helps to ensure that individuals receive appropriate and reasonable health care services.</td>
</tr>
<tr>
<td><strong>Medical Services</strong></td>
<td>Health care services other than mental health services</td>
</tr>
<tr>
<td><strong>Medication Support</strong></td>
<td>Services which include the prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. Medication support may include evaluation of the need for medication, evaluation of its clinical effectiveness and side effects, obtaining informed consent, medication education, and plan development related to the delivery of the service and/or assessment of the client/patient.</td>
</tr>
<tr>
<td><strong>MHP</strong></td>
<td>Mental Health Plan</td>
</tr>
<tr>
<td><strong>MHS</strong></td>
<td>Mental Health Services</td>
</tr>
<tr>
<td><strong>MHSA</strong></td>
<td>Mental Health Services Act</td>
</tr>
<tr>
<td><strong>Organization</strong></td>
<td>The awarded vendor or contractor may be an entity that is part of a larger administrative and functional association provided all County requirements are met</td>
</tr>
<tr>
<td><strong>OSHA</strong></td>
<td>Refers to California Occupational Safety and Health Administrations</td>
</tr>
<tr>
<td><strong>Outpatient Mental Health Services</strong></td>
<td>All mental health services except those services that are provided within a psychiatric hospital inpatient service</td>
</tr>
<tr>
<td><strong>Outpatient Treatment Capacity</strong></td>
<td>Capabilities of a provider/contractor expressed as a volume of services or a number of clients/patients served or a range of non-hospital services available</td>
</tr>
<tr>
<td><strong>Outreach and Engagement</strong></td>
<td>The act of extending services or assistance to those in the community who may benefit from care but who have not, or have not been able to, come forth to seek it.</td>
</tr>
<tr>
<td><strong>PBTs</strong></td>
<td>Persistent, Bioaccumulative Toxins including compounds such as dioxins, polychlorinated biphenyls, and mercury as defined by the United States Environmental Protection Agency and listed on the EPA’s website at <a href="http://www.epa.gov/opptintr/pbt/">www.epa.gov/opptintr/pbt/</a></td>
</tr>
<tr>
<td><strong>Peer Counselor</strong></td>
<td>Partners in the multidisciplinary team who have experience as consumers in the public mental health system and whose duties include a peer support role, contributing significantly to the recovery culture and client orientation of the team.</td>
</tr>
<tr>
<td><strong>PO</strong></td>
<td>Shall refer to Purchase Order(s)</td>
</tr>
<tr>
<td><strong>Prevention</strong></td>
<td>Services using interventions that reduce the likelihood of an onset of a severe illness or disorder.</td>
</tr>
<tr>
<td><strong>Proposal</strong></td>
<td>Shall mean bidder/contractor response to this RFP</td>
</tr>
<tr>
<td><strong>PHF</strong></td>
<td>Psychiatric Health Facility: A facility, licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on an either voluntary or involuntary basis to mentally ill persons. This care shall include, but not be limited to, the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>PSC</td>
<td>Personal Services Coordinator</td>
</tr>
<tr>
<td>Qualified</td>
<td>Competent by training and experience to be in compliance with specified requirements</td>
</tr>
<tr>
<td>Recovery</td>
<td>A process where mental health clients learn how to self-direct their lives and mental health, regain hope and optimism and reclaim positive social experiences beyond the mental health system.</td>
</tr>
<tr>
<td>Request For Proposal (RFP)</td>
<td>Shall mean this document, which is the County of Alameda’s request for contractor’s/bidder’s proposal to provide the goods and/or services being solicited herein. Also referred herein as RFP.</td>
</tr>
<tr>
<td>Resilience</td>
<td>The enduring ability of someone to recover from assaults to their person, whether physical, mental or emotional and, in the midst of that, maintain a sense of spirit and hope used in reference to children and youth.</td>
</tr>
<tr>
<td>Response</td>
<td>Shall refer to bidder’s proposal or quotation submitted in reply to RFP</td>
</tr>
<tr>
<td>SEIU</td>
<td>Service Employees International Union, AFL-CIO</td>
</tr>
<tr>
<td>Self-Refer</td>
<td>A client, or prospective client, seeking assessment or treatment services at their own initiation</td>
</tr>
<tr>
<td>Service Provider</td>
<td>Individuals, groups, and organizations, including County-operated programs, that deliver services to clients and patients under an agreement or contract with ACBHCS</td>
</tr>
<tr>
<td>Severe Mental Illness (SMI)</td>
<td>ACBHCS defines a Severe Mental Illness to be a condition associated with a diagnosis within the DSM-IV-TR 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.</td>
</tr>
<tr>
<td>Shelter Plus Care (S+C)</td>
<td>A HUD funded permanent supportive housing program for homeless persons with disabilities (primarily persons who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have AIDS and related diseases) To be eligible for assistance, persons must be very low income.</td>
</tr>
<tr>
<td>SLEB</td>
<td>Small Local Emerging Business</td>
</tr>
<tr>
<td>SOC</td>
<td>System Of Care: In a system of care, mental health, education, child welfare, juvenile justice, and other agencies work together to ensure that children with mental, emotional, and behavioral problems and their families have access to the services and supports they need to succeed.</td>
</tr>
<tr>
<td>Source Reduction</td>
<td>Refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.</td>
</tr>
<tr>
<td>Special Education Services</td>
<td>Instruction specifically designed to meet the unique needs of a student with a disability, including classroom instruction, instruction in physical education, home instruction, and instruction in hospitals and institutions.</td>
</tr>
</tbody>
</table>
Specialty Mental Health Services

Rehabilitative services which include mental health services, medication support services, intensive day treatment, day rehabilitation, crisis intervention, crisis stabilization, adult residential treatment services, crisis residential services, and psychiatric health facility services.

SRJ

Santa Rita Jail – the main Alameda County Jail

SSI

Social Security Insurance

Stakeholder

(a) A person or group of people who impacts or is impacted by mental health services; (b) A person who represents others’ interests relative to mental health services.

State

Refers to State of California, its departments and/or agencies

System Of Care

A multi-disciplinary, multi-agency delivery system of services that supports a consumer through a continuum of care and that uses a "person first" approach to build on the strengths of the person being served and his or her support system.

The Department

Alameda County Behavioral Health Care Services.

TRA

Tenant-based Rental Assistance

Transform

To wholly change the mental health services system in appearance, structure, nature or function.

Transition Age Youth

Young adults between the ages of 16 and 25 years who would benefit from mental health community services and support to maximize their life skills and independence.

Treatment

Specified mental health, medical and appropriate ancillary services to be assessed, prescribed, implemented, and monitored for clients by the contractor or BHCS designees.

Unserved or Underserved Populations

Individuals that have received no services or are receiving inadequate services to meet their needs.

Utilization Review

Evaluation of the need, appropriateness, and efficiency of the use of health care services, procedures, and facilities. Utilization review usually includes review of the medical record. It may include review of the appropriateness of admissions, services ordered and provided, the length of stay, and discharge practices, and may be performed on a prospective, concurrent and/or retrospective basis. Utilization review can be done by a peer review group or an external agency.

Voluntary

To receive services by request and/or consent. In the case of a minor, refers to the request and/or consent of a parent, guardian, or other responsible agent unless the minor may give consent.

II. STATEMENT OF WORK

A. INTENT

The intent of this Request For Proposals (RFP) is to solicit proposals and select a provider to implement the Full Service Partnership No. 5 (FSP-5) Forensic Assertive Community Treatment (FACT) Team. Alameda County Behavioral Health Care Services (BHCS) is a division of the Alameda County Health Care Services Agency.
Original descriptions of this program can be found in the Community Service and Supports Plan (published 1/17/06) with recent updates to narratives and budgets in the Alameda County response to the California Department of Mental Health (DMH) Review Letter Response Summary and Attachments. All these documents can be found at http://www.acbhes.org/MHSA/DocCtr/docCtr.htm. (Note: Program narratives and budgets as described in these documents may be revised in forthcoming RFPs).

B. SCOPE

FACT is a Full-Service Partnership providing a comprehensive range of services and supports to adults with severe mental illness who have repeated contacts with the criminal justice system and who have been arrested as a result of behaviors related to mental illness. The service model of FACT provides a multidisciplinary community treatment team and community support center with a daily program for this population. The program will target individuals who have had a history of involvement with the criminal justice system and are at risk of incarceration, hospitalization or homelessness due to untreated severe mental illness.

This program applies a multi-disciplinary Assertive Community Treatment team approach incorporating clinical, para-professional, and peer staff based on the AB2034 program as implemented throughout California. This team’s philosophy is to “meet people where they are” and to support them in a self-directed manner to reach stability, wellness, and recovery. Services and supports are made available according to the needs of the client and must include food, medications, clothing, peer support, clinical services, employment and housing.

FACT will serve one hundred (100) clients over the first three years of MHSA funding. All participants must be adults, aged 18-59 at the time of enrollment. Funding for these services is available for Fiscal Years 2006/2007, 2007/2008 and 2008/2009. The annualized net BHCS funding available to the FACT service provider for Program Operation Costs (personnel & operational expenditures) is $741,236. Additional revenue, such as Medi-Cal, that is required to fully support operations must be estimated by bidder in Exhibit B Bid Form: Budget Worksheets. Any of these estimated revenues will increase available funds for personnel and operational expenditures. MHSA Client funds for both housing and non-housing support services total $349,000. A summary of available annualized MHSA funds are listed below. BIDS THAT EXCEED THE SPECIFIED FUND AMOUNTS BELOW WILL NOT BE ACCEPTED.

Summary of Available Annualized MHSA FSP-5 FACT Funds

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Operation Costs</td>
<td>$741,236</td>
</tr>
<tr>
<td>(Personnel and operations, excludes offsetting revenue)</td>
<td></td>
</tr>
<tr>
<td>Client Support for housing &amp; other needs</td>
<td>$349,000</td>
</tr>
<tr>
<td>Total Available Annualized BHCS Funds</td>
<td>$1,090,236</td>
</tr>
<tr>
<td>One Time Expenditures</td>
<td>$211,250</td>
</tr>
</tbody>
</table>

Additional client support resources which will be administered by BHCS include medication and substitute payee programs.

MHSA-funded Housing
The selected provider will also be responsible for the creation and administration of a housing program, with the portion of the MHSA funds provided, as stated above. The program requirements for this are described more fully below, in Section II.D. Program Requirements.

Costs for administration of the FACT rental assistance program and housing resource management functions are to be included in the MHSA budget request.

C. BACKGROUND

The FACT program was developed as part of the Alameda County Behavioral Health Care Services Mental Health Services Act Community Services and Supports (CS&S) Plan to the California State Department of Mental Health (DMH). This RFP makes references to the workplan where further details of the FACT program as it was designed through the community planning process are described. The workplan for the FACT program is found in Part II, Section VI of the CS&S Plan, FACT at the following website: The workplan for FACT can be found on page 180-187 of the Community Services and Supports workplan located on the following webpage: http://www.acbhcs.org/MHSA/DocCtr/General/Plan/4.pdf. (Note: The program narrative described in the CS&S Plan was revised during the development of this RFP).

The Vision and Values of the Mental Health Services Act (MHSA)

All programs described in the CS&S Plan are designed to fulfill the vision of the Mental Health Services Act. This vision includes funding programs that will make significant changes in mental health delivery system such as:

- Increase the level of participation of clients and families in all aspects of the public mental health system;
- Increase the numbers of client and family operated services;
- Increase outreach to and expansion of services to client populations to eliminate ethnic disparities and more adequately reflect prevalence estimates; and
- Increase the array of community service options for individuals diagnosed with severe mental illness and serious emotional disturbance (and their families) to avoid unnecessary institutionalization and out of home placements.

This vision requires that MHSA programs increase opportunities for client recovery, resilience and wellness by funding services and supports that encourage:

- Meaningful use of time and capabilities, including things such as employment, vocational training, education, and social and community activities;
- Safe and adequate housing, including safe living environments with families for children and youth; and reduction in homelessness;
- A network of supportive relationships;
- Timely access to needed help, including in times of crisis;
- Reduction in incarceration in jails and juvenile halls;
- Reduction in involuntary services, reduction in institutionalization, and reduction in out-of-home placements.

MHSA services are designed to help adults and older adults with severe mental illness (SMI), children (and their families) with serious emotional disturbance (SED), and transition age youth who either have SMI or SED. MHSA services are oriented towards clients who are currently unserved and underserved by mental health systems. (The pertinent sections of the Act that add or amend significant portions of the Welfare and Institutions Codes defining program requirements are Sections 5, 7, 10 and 15.)
D. PROGRAM REQUIREMENTS – FACT

Full Service Partnerships (FSPs) are designed as a partnership between enrollees and the service provider (see “Exhibit O” for background information on the Full Service Partnership model). The FSP service delivery ethic is designed to incorporate recovery and cultural competence into the services and supports offered to consumers. In this partnership, the service provider commits to do "whatever it takes" and to “meet the client where they are” in order to assist the enrolled member achieve their personal recovery and wellness goals.

This program advances the MHSA goal of reducing incarceration. To address all of the required program components, it is possible that a partnership will be required among a number of agencies collaborating together. Please note, according to California Department of Mental Health regulations, clinical services MAY NOT be subcontracted to an organizational provider that is subject to Medi-Cal settlement requirements.

The required program components include:

Outreach & Engagement: A methodology for outreach will be determined by Alameda County Behavioral Health Care Services and may combine two strategies: i) outreach in jail settings and courtrooms and (ii) outreach from a database of clients experiencing long-term recidivism in both the criminal justice and mental health systems.

The outreach and engagement strategy must be relevant to the situational and cultural needs of the client. This means that consumers are be engaged “where they are” with respect to their community location, their need for clinical and non-clinical services/supports and their phase in the recovery process. Persons served by the FACT team will participate on a voluntary basis.

Outreach workers must work as allies to the consumer in his or her decision to receive services. Peer support staff will have a central role in the team’s outreach and engagement of new clients. Staff will be familiar with the criminal justice system. Persons of similar ethnic backgrounds will be used to minimize cultural and racial barriers. Peer support staff have a critical role with criminal justice involved clients because they share an understanding with the client regarding what services and supports are needed.

Participant Enrollment and Disenrollment: Procedures for enrollment and dis-enrollment must be easily understood, clearly communicated and non-coercive. Enrollment is voluntary. The service will be offered as an option and will not be coercive or negatively impact a person’s legal situation. Persons will also be told in advance that they will be able to withdraw their enrollment at their request and grievances procedures will be known to the client upon enrollment. A condition of enrollment is that the client indicates that they want services from the assertive-community treatment model team.

FACT will serve an estimated 100 clients over the first three years of MHSA funding, and have the capacity to serve a maximum of 60 enrollees at any time. This assumes that over three years, some clients will disenroll and move to levels of services and supports not provided by the FACT team (i.e., being placed with a BHCS Service Team). Disenrollment for some of these clients may be recognized as “graduation” from the program.

No “fail out” approach: As long as an enrollee continues to want to receive the program’s support he/she must remain enrolled, even if he/she is not housed or “fails” in a particular housing placement. Clients will be dis-enrolled only at their own request or if they disappear and are unable to be contacted for a protracted period of time. The program must be flexible in terms of participation status, allowing some participants to
be in a “hold” status if they are unavailable. Enrollees that are rearrested will retain eligibility for the FACT as long as they desire to participate and agree to the terms of the program.

**Target Population for Enrollment into the FACT Program:** BHCS will select and assign persons to the FACT Team. The clients will be adults (ages 18-59 at time of enrollment) who:

- Have severe mental illness, and for programs serving the chronically homeless, individuals with the following diagnoses: co-occurring disorders, personality disorders, general anxiety/mood disorders, and PTSD;
- Have come into contact with the Criminal Justice system and have repeated incarcerations.
- May be homeless or experience multiple barriers to housing;
- Are unserved or underserved by the current mental health system, or if they have received community services, they have been ineffective in reducing incarceration
- Client recognizes that he/she has a need/desire for intensive services from an assertive-community treatment model team.

In addition to a history with the criminal justice system and homelessness, clients who will be engaged by program staff and eventually enrolled into this program are likely to have situational characteristics such as:

- A co-occurring substance abuse disorder and/or other health conditions;
- Trauma from violence and abuse;
- No insurance and little or no income;
- Health and/or mental health care received solely from hospitals and emergency rooms;
- Experience with life on the street;
- Distrust of traditional services.

**Mental Health Services and Service Coordination:** The FACT program must lay the groundwork to assist clients to achieve stability. This includes providing experiences that will support not returning to jail; imparting the hope, insight and strength required to recover from mental illness and substance abuse; and provide resources and knowledge about how to manage their lives in the community. In order to ensure this, clients need to experience a sense of self-understanding and acquire the skills necessary to manage the problems that led to involvement in the criminal justice system. With this in mind, the program offers a Comprehensive FACT Team that will provide Case Management Services provided primarily within a Community Support Center.

- **Case Management:** Staff to client ratios on all FSPs, and on this FACT team, must be structured to allow maximum access of enrollees to the team as a whole and to their Personal Services Coordinator. As low a staff to client ratio as possible is required of all BHCS programs that apply ACT teams to populations that include consumers with recidivist histories. Bidders are asked to offer staff to client ratios that are no more than one to fifteen (1:15).

When persons have achieved sufficient stabilization and recovery, as mutually determined by the FACT team and the client, they will graduate from FACT and may be transitioned into lower levels of care per their Individualized Services and Support Plan. FACT team staff members will provide comprehensive case management services provided by clinicians skilled in the treatment of mental illness, substance abuse, and problem behaviors. The enrollee’s Personal Services Coordinator and all members of the FACT Team must provide community-based mental health supports based on the concept of “meeting the clients where they are.” With this in mind, the FACT program will require the following staffing and types of services:
a. Staffing includes clinicians, a psychiatrist, a nurse, and peer counselors. Clinical staff will have documented integrated psychiatric and substance abuse treatment skills, or would have completed approved training in these two areas.

b. Staff who function as Personal Service Coordinators (PSCs) will provide wrap-around assistance including assistance with housing, benefits, court attendance, accessing medical and other health care services, and connections to treatment programs including visits to the team psychiatrist and other treatment providers as identified in the person’s individualized service plan. Staff will be available 24 hours a day, 7 days a week to assist clients as well as family members and other relevant persons such as landlords, law enforcement, etc. Each client will be assigned to a PSC who will be the point of responsibility for service coordination. The details of service coordination must be written into the participant’s Integrated Services and Supports Plan (ISSP).

- The PSCs will escort the clients from court or jail when released to the community and assist in returning to court as required by the terms and conditions of release.
- PSCs will collaborate with court personnel, jail mental health providers, court mental health staff, residential providers, and other service providers as needed to ensure access to services, assistance with the legal system, and to prevent persons from slipping through the cracks.
- The PSC staff will include experienced substance abuse counselors preferably from African American or Latino backgrounds (including persons who are bilingual in Spanish/English). Substance abuse in this population not only interacts with mental illness but also is a significant risk factor for re-incarceration and homelessness. Staff may take random toxicology samples as part of the substance abuse treatment program and work with clients, PSCs, and the criminal justice system to address issues raised by repeated positive tests.

c. Peer support staff will work closely with the PSCs to provide round-the-clock personal support and assistance with daily activities. Peer support services must be made available to the client. Enrollees must be given significant access to peer recovery and self-help services. Tools such as Wellness Recovery Action Plans (WRAP) and Advanced Directives must be made available to clients.

d. This team must provide assessments, and reports to the courts as needed for all clients including persons designated as misdemeanant ISTs (Incompetent to Stand Trial).

- Community Support Center: Management of mental health, substance abuse, and behavioral problems are all critical for this target population. An anchor of the FACT program includes client attendance at a Community Support Center that provides the comprehensive services and supports needed to assist enrollees with their recovery. This Community Support Center will become a hub for connections with staff and other clients, a safe place, a resource center, and an alternative to the streets. It is at this center that most of the structured treatment will take place. For example, the team nurse and psychiatrist may provide medication support services at this center. Also, group meetings designed to assist clients with the development of relapse prevention plans can take place here. This model has been demonstrated to be a successful program component in San Bernardino and San Francisco Counties.

a. Enrollees will work with Personal Service Coordinator (PSCs) to develop individualized service plans that address relapse prevention skills for mental illness, substance abuse, and problem behaviors that contribute to arrest.
b. The Community Support Center must offer daily classes that follow a structured cognitive /
behavioral format (evidenced-based). Classes must be recovery and wellness-focused and
include an emphasis on personal responsibility for recovery. Ongoing mental health and
substance abuse treatment supports must also be offered.

c. The center must be staffed by the PSCs and peer counselors trained in mental health, substance
abuse, behavior management, and wellness / recovery. The optimum location for the center will
be at the site of the FACT team program.

d. Transportation via van, vouchers, or escort must be provided to support client participation.

e. Staff of the Center will collaborate with PSCs, the court staff, and jail mental health staff.

f. The Center will collaborate with the Wellness Recovery Resource Hub and its staff to ensure that
programming is state of the art.

g. Adequate clean and sober housing in safe neighborhoods is desirable to support clients’
recovery. The FACT team Housing Specialist will work to link clients with housing (and will
collaborate with the MHSA Creating Homes program.

h. All clients assigned to the FACT Team will have access to medication support services through
the FACT Team’s psychiatrist. The PSCs and nurse will facilitate clients’ contacts with the
psychiatrist and assist with obtaining the medications from pharmacies to ensure that clients
receive their medications.

i. FACT must offer integrated dual diagnosis treatment that reflect best practices. Staff must be
trained to a standard level of capability in treating people with co-occurring disorders. This
requires the integration of substance abuse treatment and mental health services within a single
client-determined, comprehensive treatment plan.

j. Over the first three years the program must look at building in a transition process, or
“graduation” phase. This graduation phase consists of a range of wellness and recovery services
and additional peer support that are needed to increase a client’s chances of successful transition
into the community.

**Housing:** Success in the community is critically enhanced by being housed and retaining housing. FACT is
structured to provide housing opportunities and supports for enrollees. The FACT program includes funding
for dedicated temporary housing and residential treatment slots for clients who need or want this type of
program prior to entering permanent housing.

The FACT team should incorporate staff that have experience finding and retaining housing for difficult to
serve clients who may have criminal records and/or experience multiple barriers to employment and
housing. This is especially true of the Personal Service Coordinators who will have the most regular contact
with the clients.

The FACT program operator will locate appropriate housing for as many of the 100 program participants
that require it, ensure consumer access to the housing, and support their retention of the housing for as long
as the participants are enrolled in the FACT program. Once disenrolled, clients will lose the subsidy and
housing supports provided by the FACT team. This housing may be in the form of apartments that are
master-leased by the program, units that a consumer rents directly from a private market landlord, or units
developed and then set aside by a non-profit housing developer. In addition, the housing may initially be a transitional housing program, an emergency shelter or a residential treatment slot, depending upon the needs of the consumer and the ability to identify appropriate housing expeditiously. It is expected that some clients will have public assistance/benefits income that can be used for housing expenses; for those who do not, MHSA funding may be used to:

- Secure apartments under a master lease;
- Provide temporary deep subsidies for people who are waiting for permanent subsidies;
- Provide shallow rent subsidies for those persons who have the resources to partially pay for market rate housing;
- Provide rent subsidies in some types of existing subsidized housing in order to make the units affordable to FACT clients, or
- Provide short term emergency housing.

MHSA rental housing policies will be issued by BHCS which will more fully describe the possible uses of these funds. In some cases, rent subsidies will be needed to ensure that the housing is affordable to the consumer. The key premise of a rental subsidy program is that the consumer should be paying no more than an established percent of his/her income on housing costs, which includes both rent and utilities. The rent subsidy pays the difference between this percent of income and the actual rent charged by the landlord. The established percentage is designed to leave the consumer with adequate resources to cover a host of non-housing expenses once they’ve paid their rent and utilities. The following is an example of how a rental subsidy works. In this example, the assumption is made that the consumer pays no more than 30% of his or her income toward rent and utilities.

The FSP program operator finds an apartment complex with a vacant unit to lease to a consumer. The pricing of the subsidy could look like this:

### RENTAL SUBSIDY EXAMPLE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent for the Unit</td>
<td>$890/month</td>
</tr>
<tr>
<td>Individual’s Income</td>
<td>$720/month</td>
</tr>
<tr>
<td>30% of income</td>
<td>$216/month</td>
</tr>
<tr>
<td>Less Utility Allowance</td>
<td>($38/month)</td>
</tr>
<tr>
<td>Rent consumer can afford</td>
<td>$178/month</td>
</tr>
<tr>
<td>Rent Subsidy Needed</td>
<td>$712/month</td>
</tr>
<tr>
<td><strong>Annual Rent Subsidy</strong></td>
<td><strong>$8,544</strong></td>
</tr>
</tbody>
</table>

(1) Based on the average rent from a sampling of five one bedroom apartments in Alameda County
(2) SSI income level
(3) Based on Alameda County Housing Authority utility allowance (assumes tenant pays for gas heating, electric cooking and other electrical)

The FACT service provider must be able to manage a rental assistance program for clients who need such services. This may include:

- assisting clients to find housing;
- establishing contracts/leases with landlords and subleases with tenants;
- making timely monthly payments to landlords;
- managing and accounting for security deposits;
- assisting landlords to remove tenants if necessary, including understanding the legal process of eviction, and assisting to prepare units for re-rental;
and executing minor repairs, upkeep and restoration of units.

**Employment:** The program must deliver an array of pre-employment, employment readiness, vocational opportunities, as well as strategies for helping consumers access paid and unpaid work. Options will include “place and train” programs operated by community based providers that have experience with clients that have criminal justice backgrounds. Bidders should have relationships in place with employment programs, employers and workforce development programs and a clear plan for how to utilize these resources. Integral to this strategy is the development of community linkages.

The most successful AB2034 programs have found that an initial emphasis on housing and employment are essential for sustained enrollment and successful outcomes. **Successful bidders must delineate their capacity and commitment to making housing and employment early objectives in the participants’ Integrated Services and Supports Plans.**

**Other Non-Mental Health Services:** FACT must “do whatever it takes” to meet the needs of enrollees. Staff must be given the opportunity and flexible funding to connect consumers with non-mental health services and to address and pay for immediate needs. Examples include housing, primary care, education services and supports, vocational services and supports, substitute payee services, benefits advocacy, community recreational activities, social services, food, transportation, and clothing. In order to provide these non-mental health services, the program will need to have formal referral and program links with a variety of community-based services.

**Consumer Driven Services:** Each enrollee must have an ISSP that is developed with a Personal Services Coordinator. This ISSP is a tool that builds on the consumer’s strengths. It includes goals and provides a map of the steps that the enrollee identifies as necessary to move along his/her recovery path. In addition, the service provider should include strategies to involve consumers in program evaluation and planning.

**Family Involvement:** Many of the participants in FACT will have no current family contact. Personal Service Coordinators must be trained to work with consumers to support the possibility that seeking family contact may be beneficial. When family members are identified, the program must work with consumers to make contact and to establish a relationship if the consumer agrees. Family members must be offered family education and support and be connected with family resources in the system.

Alameda County Family Education Center family staff will consult and provide training about how the FACT team can support clients in their family relationships. Through the Alameda County Family Education Center, clients’ family members will be offered family education and support and be connected with family resources in the system.

**Peer Services:** The FACT team must include no less than two (2) individuals (equaling no less than 1.0 Full Time Equivalent) with experience as consumers in the public mental health system and the criminal justice system, whose duties include a significant peer support/counseling role. Peer Support staff must be included as equal partners in the multidisciplinary team, and play a critical role in developing the recovery culture and client orientation of the team. Peer support must be offered as part of the team’s outreach and engagement strategy.

**Recovery and Resiliency:** A central MHSA objective is to ensure that recovery, resilience and cultural competence values are integrated into each program culture. Bidders must show how they will apply their organizational knowledge and resources concerning recovery into the FACT program.
Additionally, each Alameda County MHSA program will receive organizational consultation, technical assistance and collaborative training to support their capacity to promote and sustain these values. This consultation will be provided by three Alameda County MHSA funded projects: the Wellness Recovery Resource Hub, the Family Education Center and the Office of the MHSA Training Director. Through these consultations, MHSA programs will become part of a “learning community,” where successful strategies in implementing recovery, resilience and cultural competence will be shared between programs.

All Alameda County MHSA service providers will be required to participate in the following activities:

- Staff training and organizational consultations on the “resiliency / recovery process” and on cultural competence.
- Development and adherence to wellness and recovery performance standards and accountability practices that can be met in service delivery. For example, this may include ensuring that recovery concepts and techniques are communicated during clinical supervision and are reflected in individual treatment plans.
- Completion of a “recovery self assessment” that will be used to improve (i) the program’s ability to understand how their organizational environment and their staff/client interactions support client recovery and (ii) identify action steps that will build on organizational strengths and improve organizational weaknesses.
- Cultivating the effectiveness of MHSA Peer Support positions by participating in consultations with managers and co-workers and allowing Peer Support personnel to attend MHSA-wide peer support meetings.
- Consultations regarding family/client relationships.

**Cultural, Linguistic & Gender Responsiveness:** FACT program staff should be knowledgeable about strategies for effectively engaging the target population including cultural, language and gender-related competencies.

**Program Accessibility:** Service provided through the FACT program must either be accessible by public transportation or have transportation provided by staff of the FACT program. Physical or architectural accessibility to FACT services and housing must also be made available. The FACT Operator must post and maintain a policy on reasonable accommodation in accord with applicable state and federal laws.

**Safety & Security:** The FACT program must implement strategies to protect the safety and security of enrollees and staff and to minimize any possibility of enrollee victimization.

E. **REPORTING**

The service provider will be expected to actively participate in BHCS activities including, but not limited to BHCS committees, agency committees, studies, resource development, planning groups and activities, public education and other mandated activities and functions required to manage this system of care and to pursue grants and other funds.

All contractors must comply with medical records, BHCS claiming, and data management requirements, using provided or approved systems, must participate in the BHCS Quality Improvement and Compliance Programs, and must adhere to all BHCS performance requirements.

Identified objectives and goals will be monitored through regular meetings to be scheduled by the contractor and designated BHCS staff, and through no less than quarterly reporting including:
- Client and Services Reports: A summary of the number of clients served in each program, the duration of services, primary diagnosis, dispositions upon program exit and other performance indicators that will be mutually agreed upon during contract negotiations;
- Financial Reports: Year to date and/or quarterly expenditures and revenues by program area.

State Reporting and Data Requirements
DMH has identified domains on which data must be captured by FSPs. Vendors will be required to assign staff to data entry and input; contact the Performance Outcomes and Quality Improvement Division of the California state Department of Mental Health to schedule trainings; and establish procedures to complete the MHSA Full Service Partnership Outcomes Assessment (FSP) forms. These forms can be accessed at: http://www.dmh.ca.gov/POQI/full_service_POQI.asp.

III. INSTRUCTIONS TO BIDDERS

F. COUNTY CONTACTS

Gibson and Associates will manage the competitive process for this project on behalf of the County. All contact during the competitive process is to be through Gibson and Associates only.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by Wednesday November 8, 2006 at 5:00pm to:

Attn: FSP-5
Gibson & Associates
519 17th Street, Suite 500
Oakland, CA 94612
paul@gibsonandassociates.com

The Behavioral Health Care Services website will be the official notification and posting place for this Request for Proposal, and any Addenda. Go to http://www.acbhcs.org/MHSA/MHSA_default.htm to view current information.

G. CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Responses Due</td>
<td>No later than 12:00 noon on Monday December 11, 2006 to Attn: FSP-5 FACT Naika McDonald 2000 Embarcadero Cove, Suite 400 Oakland, CA 94612 (510) 383-1704</td>
</tr>
<tr>
<td>Questions regarding any specifications in this Request</td>
<td>Submit in writing by 5:00pm on Wednesday November 8, 2006 to Attn: FSP-5 Gibson &amp; Associates 519 17th Street, Suite 500 Oakland, CA 94612 <a href="mailto:paul@gibsonandassociates.com">paul@gibsonandassociates.com</a></td>
</tr>
</tbody>
</table>
H. INFORMATION MEETING / BIDDERS CONFERENCE

One informational meeting/bidders conference will be held to provide an opportunity for bidders to ask specific questions about the project and request RFP clarification and provide the County with an opportunity to receive feedback regarding the project and RFP.

Written questions submitted prior to the informational meeting/bidders conference in accordance with the Calendar of Events, and verbal questions received at the networking/bidders conferences will be addressed whenever possible at the conference. All questions will be addressed and the list of attendees will be included in an RFP Addendum following the conferences in accordance with the Calendar of Events.

Potential bidders are not required to attend the information meeting/bidders conference. Attendance is recommended, however, in order to further facilitate subcontracting relationships and to provide information required to assist them in formulating their bid.

An informational meeting/bidders conference will be held:

3:00pm on Monday November 13, 2006
At
Alameda County Behavioral Healthcare Services
2000 Embarcadero Cove, Ste 400
Oakland, CA

I. SUBMITTAL OF BIDS

All bids must be SEALED and must be received no later than 12:00 noon on Monday December 11, 2006.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.
All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. Gibson and Associates timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

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

   Attn: FSP-5 FACT  
   Naika McDonald  
   2000 Embarcadero Cove, Suite 400  
   Oakland, CA 94612

2. Bidders are to submit an original plus nine (9) copies of their proposal. Original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, not bound.

3. Bidder's name and return address must also appear on the mailing package.

4. No electronic, telegraphic, or facsimile bids will be considered.

5. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its bid.

6. Submitted bids shall be valid for a minimum period of ten (10) months.

7. All costs required for the preparation and submission of a bid shall be borne by Bidder.

8. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.

9. It is the responsibility of the bidders to clearly identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

10. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.

11. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

J. RESPONSE FORMAT

In order for bids to be considered complete, Bidder must provide all information requested. See Exhibit M, Response/Content Submittal; Completeness Checklist.
Bid responses are to be straightforward, clear, concise and specific to the information requested. Bid responses must be signed in ink and include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the bidder.

Bidders shall provide all of the below noted Bid documentation, exhibits and attachments. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the County’s sole discretion. All original pages from the bidder (not including forms or attachments) should be printed in 12-point TIMES NEW ROMAN font with 1 inch margins around each page. “FSP_5– Forensic Assertive Community Treatment)” should be at the left header of each page with the name of the bidder at the left footer and the document page number at the right footer of each page.

Please note that the following Section K, EVALUATION CRITERIA / SELECTION COMMITTEE, provides a precise description of the point system that will be used by reviewers to evaluate bids. You should reference this section as you write your proposal. The headings in the criteria exactly match the headings found below.

The content and sequence for each required Bid document/exhibit shall be as follows:

A. Title Page:
Show RFP number and title, your company name and address, name of the contact person (for all matters regarding the RFP response), telephone number and quotation/proposal date.

B. Table of Contents
Bid responses shall include a table of contents listing the individual sections of the quotation/proposal and their corresponding page numbers. Tabs should separate each of the individual sections.

C. Cover Letter
Bid responses shall include a cover letter describing Bidder and include all of the following:
1) The official name of Bidder;
2) Bidder’s organizational structure (e.g. corporation, partnership, limited liability company, etc.);
3) The jurisdiction in which Bidder is organized and the date of such organization;
4) The address of Bidder’s headquarters, any local office involved in the Bid Proposal; and the address/location where the actual production of goods and/or services will be performed;
5) Bidder’s Federal Tax Identification Number;
6) The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFP response, with authorization to make representations on behalf of and to bind Bidder;
7) A representation that Bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP; and
8) An acceptance of all conditions and requirements contained in this RFP.
9) The agency's executive director or designated board member must sign this letter.

D. Letter of Transmittal
Bid responses shall include a description of Bidder’s approach in providing its goods and/or services to the County stating its understanding of the work to be done and a positive commitment to perform the work as specified. This section shall be no more than one (1) page.

E. Executive Summary
A brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed two (2) pages in length and should be easily understood.

Please use the section headings below. Refer to the Rating Scale for guidance in preparing a complete response. All ATTACHMENTS should be placed at the location specified in the question, either at the end of the section or the end of the document.

F. Program Activities/Services Description (maximum of 20 pages are allowed for this section)

F.1. Outreach & Engagement: Describe your outreach and engagement strategy. How do you intend to find and engage individuals who meet this FSPs target population? What is your plan for consumers who are engaged but are not eligible for or decline enrollment but require mental health or other services. Describe how your program will provide outreach and engagement to these clients and sustain a voluntary, non-coercive approach.

F.2. Participant enrollment and dis-enrollment: Describe strategies and criteria for enrollment and dis-enrollment of the target population.

F.3. Housing: Describe how consumers will be approached about housing, and then engaged and supported in accessing and maintaining housing that is whenever possible clean and sober. What activities will your program set up to ensure access to and stability of suitable housing for these clients? Specifically:
   a) Locate housing for consumers;
   b) Cultivate/maintain relationships with owners of rental property and affordable housing developers/owners and/or housing authorities;
   c) Administer a rental assistance program;
   d) Negotiate and enforce rental agreements and/or leases;
   e) Conduct housing quality inspections;
   f) Address minor repair needs in a housing occupied by consumers;
   g) Describe how the entry into housing or termination of rental assistance will be handled as distinct from enrollment or dis-enrollment in services.

F.4. Employment: Describe how clients will be offered opportunities for employment and unpaid work. Describe strategies for supporting clients who choose to work.

F.5. Description of Mental Health Services:
   a) Describe the range of mental health services that will be made available.
   b) Describe what criteria you will use to determine if clients require moderate or intensive levels of case management.
   c) Discuss how your program will address and monitor clients’ substance abuse.
   d) Reference any services or strategies that reflect best practices.

F.6. Description of Other Non-Mental Health Services: Describe the other non-mental health services that will be made available. Describe how your program will assist clients with money management and the use of representative payees? Reference any services or strategies that reflect best practices.

F.7. Service Coordination: Describe how the services will be coordinated to meet each client’s needs. Clarify how services will be available 24 hours a day, 7 days a week. Discuss how your staff will establish and maintain collaborative relationships with jail psychiatric services and court services.
F.8. Consumer Driven Services: Describe how clients will be involved in developing their Integrated Services and Supports Plan. How will clients be involved in program planning and development?

F.9. Family Involvement: Describe the integration of family members in the program.

F.10. Peer Services: Describe the role of peer support in the program. Please discuss how you will recruit, supervise, and train peer support staff that include individuals with a past history of criminal justice involvement.

F.11. Recovery & Resiliency: Describe how the proposed program will reflect the values of recovery and resiliency. Explain what cultural competence and recovery/resiliency have in common. Describe your organization’s understanding of Recovery and how it can be applied to assist individuals with serious mental illness who are involved in the criminal justice system.

F.12. Cultural, Linguistic & Gender Responsiveness: Describe how you will provide services that are sensitive to different cultures, genders, and sexual orientations / identities and how services will be linguistically appropriate and accessible. Please refer to Section W. CULTURAL COMPETENCE GUIDELINES. Discuss the process you will use to fill staff positions with culturally competent persons?

F.13. Program Accessibility: Describe the program’s proposed geographic location and access to public transportation. Describe how incoming referrals calls will be handled and how long it will take to schedule an intake appointment for new clients. Describe how the FACT Team will provide physical/architectural access to services and housing. Describe the provisions for making reasonable accommodation when requested or when the the FACT Team identifies such a need.

F.14 Safety & Security: Describe your strategies to ensure the safety and security of staff, participants, family members and service partners at your facility and any additional treatment sites. How will your program manage aggressive behavior when it occurs on site?

F.15 Questions Regarding Management of Clients With Criminal Justice Experience:
   a) What will your program do to ensure that clients keep their court dates and comply with legal requirements?
   b) What will your program do to ensure that clients released from jail are effectively engaged with the FACT team?
   c) What format will your program use to address relapse prevention for clients in the areas of mental illness, substance abuse, and antisocial behavior?
   d) What will you do to try to engage enrollees who resist treatment?
   e) What training will you provide staff in working with individuals with serious mental illness, substance abuse, and antisocial behavior?
   f) How will your program assist clients in developing anger management skills?
   g) These clients can be very challenging for staff. Describe how your program will address staff retention, support, and ongoing professional development. How will your program provide training opportunities for staff so they stay current with their knowledge and skills?

G. Management Plan (maximum of 8 pages not including required attachments such as Work Plan Time Line in question G.4 and one additional page each for an organizational chart of applicant and
an organizational chart for the project that includes all project partners and how they will function in relation to each other.)

G.1. Organizational Structure: Describe the project structure, staffing and reporting relationships, clearly and specifically describing the roles and responsibilities of all staff involved in the project, including a description of how the project will relate to the existing organization. Include as ATTACHMENT A, an organizational chart of the applicant and an organizational chart for the project that includes all project partners and how they will function in relation to each other. The organizational chart should present the total organizational structure and where this project would reside within that structure. Submit ATTACHMENT A at the end of this section.

G.2. Roles and Responsibilities: Describe the relationship with all partners, the functions these partners will perform and how their involvement will be coordinated with project staff. Provide a second chart that depicts the roles, responsibilities and reporting relationships of key staff, service providers and partners. Provide Memoranda of Understanding (MOU) from any project partners and collaborators who will be providing substantial services, housing or supports to project clients as ATTACHMENT B at the end of this section. Use the summary form on Exhibit L as a coversheet for the MOUs.

G.3. Use of Funding & Other Resources: Provide a brief budget narrative describing how funding will be utilized and how it supports the delivery of services consistent with the MHSA and the vision and values of an FSP program. Describe how your organization will utilize other funding sources (e.g. Medi-Care, housing) to supplement grant funding and how this will be reported to BHCS:

a) Describe how funds are generally to be used to meet program goals (division between personnel and non-personnel line items, justification for any administrative costs included.)

b) Describe how Medi-Cal reimbursement is incorporated into the budget and how the level of billable services was calculated.

c) If other sources besides MHSA and Medi-Cal are anticipated for the program clearly identify the source and the likelihood of obtaining it; including letters of commitment or other evidence of funding

d) For the housing component, please describe the portion of rent tenants will pay and how the fluctuations in tenant rent and market rents have been anticipated in the housing portion of the budget. Describe how rental assistance payments have been calculated.

e) Describe the agency's current funding sources.

f) Describe the agency’s revenue strategy for ensuring that revenue meets expenditure requirements. Include expected revenues for serving dependents and wards, indigents, and private patients.

G.4. Work Plan & Time Line: Provide a complete Work Plan Time Line in the format provided in Exhibit K that includes major benchmarks and key tasks needed to reach those benchmarks as ATTACHMENT C at the end of this section.

H. Data Collection and Evaluation Plan (maximum of 4 pages)

H.1. Data Collection & Management Plan: Describe what client data in addition to that required by BHCS, will be collected and how it will be managed. Describe the specific assessment instruments to be used to assess client needs and to measure growth in relation to functioning, quality of life, satisfaction, and other measures of wellness. Describe what client outcome data will be collected as relates to satisfaction with services and housing, employment, education and other domains. Describe the MIS to be used to house data.
H.2. Utilization of Data: Describe how data will be utilized in treatment planning and program improvement planning. How will data be used to inform the need for making mid-course corrections to service delivery?

H.3. Reporting of Data: Describe how the project will report to BHCS on program implementation, program success and required DMH client outcomes.

I. Agency and Partner Description and Experience (maximum of 10 pages are allowed for this section.)

Please describe the capacity of the lead agency and any partner agencies in each of the questions below:

I.1. Agency Services Capacity: Briefly describe: your agency’s mission; its experience in providing mental health services and non-mental health services to criminal justice populations; and your qualifications for providing proposed services. Include any past performance of your organization that is relevant to the services you are proposing. Provide references to independent evaluation reports or verifiable client outcome data to cite, if available.

I.2. Agency Cultural, Gender, & Sexual Diversity Capacity: Describe any specific expertise your agency has in providing services to the ethnic, cultural, gender and sexual identity groups who might participate in the FACT program.

I.3. Agency Management Capacity: Describe your fiscal, program management, and data collection and reporting capacity and experience. Describe how you have used client data, program evaluations, and contract monitoring reports in management decisions. How did these decisions affect your services?

I.4. Agency Personnel Capacity: Describe how your project will be directed. It is particularly important that you identify both the individual responsible for overseeing this project (to whom the project coordinator will report), as well as the project coordinator and other key roles. In addition, for key roles in the project where you will need to recruit and hire new staff, indicate the qualities, experience and expertise you will seek for each role and the time line for recruiting, hiring and training these individuals. Please include resumes as ATTACHMENT D at the end of the section.

J. References (Exhibit D1 and D2)

Bidders must provide a list of current and former contracts that demonstrate their ability to perform the services solicited herein.

Bidders are to provide a list of up to and no more than five (5) current and five (5) former organizational clients on Exhibit D1 and D2, attached hereto. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions. Reference information is to include:

a) Company/Agency name
b) Contact person (name and title), contact person is to be someone directly involved with the services
c) Complete street address
d) Telephone number
e) Type of business
f) Dates of service.

The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right
to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

K. Fiscal Management and Controls

Bidders who must describe the fiscal management experience of the contractor and describe the fiscal controls that will be used for this project. One (1) page is allowed. The fiscal agent must have knowledge of acceptable accounting practices and the ability to maintain accountability for contract funds. Please include the following as ATTACHMENT E at the end of the entire document:

1) Last three audited financial statements (if none, then financial statement for most recently completed fiscal year); if there are any findings in audit, please provide a response to all findings with steps taken to address them. Insert only in the original proposal.

2) Current year budget and year-to-date financial statements. Insert in all copies submitted.

L. Bid Form

L.1. The cost of the proposed programs should be detailed on the forms contained in Exhibit B: Bid Form: Budget Instructions and Worksheets and must be downloaded as “Exhibit B – FSP Budget Template.xls”, an Excel file at http://www.acbhcs.org/MHSA/DocCtr/docCtr.htm#RFP. These forms should be filled out and submitted in hard copy in Section L. One CD labeled with the bidder’s name, with an electronic copy of the Excel file of Exhibit B, should also be submitted as ATTACHMENT F at the end of the entire document. The budget must include by program: detailed hours of operation, full time equivalent (FTE) of staffing by program, operating costs, units of services, revenues by payor sources, and cost per unit. In addition, the budget must include administrative costs and costs associated with the administration of the rental assistance component.

Exhibit B: Bid Form, Budget Spreadsheets, must be completed for both Annualized, Start-Up and One-Time Costs budgets. The annualized budget should be completed for 12 full months of operation, and it will be prorated during contract negotiation. Please note that a separate budget should be included for proposed One-Time Costs to be incurred during the Start-Up period. The Start-Up period may not exceed the first ninety (90) days of operation, so the start up budget should be completed for the first ninety days. The enrollment of the first program participant should occur during this period. It is not anticipated that funding levels will be adjusted, but bidders can anticipate annual COLA increases. The COLA increase is generally based on SEIU negotiated COLA amounts and is subject to Board of Supervisors’ approval.

Pricing for the procurement of goods and services by the County shall include all taxes, freight and all other costs, or credits, associated with the procurement and delivery to the County of Bidder’s goods and services. Refer to Section P. PRICING.

M. Evidence of Insurance

Certificates of insurance are required per one of the attached Exhibits C-1 or C-2 from a reputable insurer evidencing all coverages required for the term of any contract that may be awarded pursuant to this RFP. Contractor(s) awarded contracts under this bid must name the County as additional insured on the certificate of insurance as specified in either Exhibit C-1 or C-2.
N. Disclosure Statement

The proposal must contain a response in the form of at least one complete sentence to address each of the following:

1. A statement of whether the proponent agency is now or has ever been the subject of public or private audit or special investigation due to potential or alleged financial, management, or program improprieties or other irregularities.

2. A statement of whether the proposed administrative staff has ever been the subject of, or been employed by an agency that was the subject of, a public or private audit or special investigation due to potential or alleged financial, management, or program improprieties or other irregularities.

3. A statement of whether a member of the Board of Directors or the proposed program has been a member of the Board of Directors of an agency that has been the subject of a public or private audit or special investigation due to alleged improprieties or other irregularities.

4. A statement providing information regarding all contracts for public funds that have been cancelled, terminated, or not renewed within the last five years, including the public funding agency's name, address, and telephone number.

5. A statement providing information on all pending or threatened litigation involving the proponent agency and any of its partners, principals, directors, or employees.

These statements should describe the program audited, cancelled, or sued; who audited, cancelled, or sued the program; the date of the audit, cancellation, or suit; and the purpose and outcome of the audit or suit. A response of “none” will not be considered an adequate response to this section.

O. Other required Submittals/Exhibits not included above that are required in the bid response:

- Exhibit A, Acknowledgement, must be signed and returned.
- Exhibit E, SLEB Certification Application Package, completed, signed, required documentation attached (applicable to a small or emerging business, located within the boundaries of Alameda County, seeking certification).
- Exhibit F, Small Local Emerging Business (SLEB) Subcontracting Information Sheet, must be completed and signed.
- Exhibit G, Request for Preference for Local Business and Small Local or Emerging Local Business, completed and signed (read Exhibit G for applicability). If applying for local preference, submit the following:
  - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.
- Exhibit H, First Source Agreement, must be completed and signed (applicable to contracts over $100,000).
- Exhibit I, Exceptions, Clarifications and Amendments Form, must be completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits,
particularly Exhibit J, Standard Agreement (The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).

K. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties who may have expertise or relevant experience in the operation of an ACT model, criminal justice services, housing services or other specialized services relevant to the target population. The CSC will select a contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through Gibson & Associates only. Bidders shall neither contact nor lobby BHCS administration, staff or evaluators during the evaluation process. Attempts by Bidder to contact and/or influence BHCS administration, staff or members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification 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, will 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.

Bidders are advised that in the evaluation of unit cost, it will be calculated based on the formulas provided in the Budget Worksheets. This formula is calculated based on cost and utilization information input by the bidders.

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid 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(s) that proposes to the County 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 response.

The County reserves the right to request oral presentations on Tuesday January 9, 2007, from the organizations with the highest ranked bids in the evaluation of the written proposal and to assign additional points on the basis of those presentations. The county reserves the right to select any one of the top scoring bidders within a ten (10) percent point range.

The section numbers and headings below correspond exactly with Section J. RESPONSE FORMAT which should be used to organize the bidders’ narrative and required attachments. These specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed.

<table>
<thead>
<tr>
<th>BID SECTION</th>
<th>POSSIBLE POINTS</th>
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<tbody>
<tr>
<td>A. TITLE PAGE</td>
<td>These sections of the bid response will not be scored on a point basis. However, completion of these sections in a satisfactory manner will be required for the remainder of the bid to be scored.</td>
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<tr>
<td>B. TABLE OF CONTENTS</td>
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<tr>
<td>C. COVER LETTER</td>
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<tr>
<td>D. LETTER OF TRANSMITTAL</td>
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<tr>
<td>E. EXECUTIVE SUMMARY</td>
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Each of the following Evaluation Criteria below will be used in ranking and determining the quality of bidders’ proposals. Proposals will be evaluated according to each Evaluation Criteria. Each responsive proposal will receive a rating between up to two-hundred thirty (230) points. The following provides the Specific Rating Criteria for proposed services.

<table>
<thead>
<tr>
<th>F. PROGRAM DESIGN &amp; SERVICE OBJECTIVES RATING ELEMENT</th>
<th>POSSIBLE POINTS</th>
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<tbody>
<tr>
<td>Section F should provide the reader a clear and specific description of each of the services required in the description of the FACT program model, including outreach, engagement, assessment, treatment planning, medication management, case management, payee services, education, recreation / socialization, employment, housing, and coordination of treatment.</td>
<td></td>
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<tr>
<td>F.1. Outreach &amp; Engagement: Does the proposal clearly specify how clients will be identified, engaged, and recruited to the program? Does the proposal identify how the team will collaborate with the criminal justice system and the jail mental health services? Is peer support staff central to outreach efforts? Does the vendor include a follow-up plan for individuals who are engaged and require services but who do not meet the target population criteria?</td>
<td>10</td>
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<tr>
<td>F.2. Participant Enrollment &amp; Dis-enrollment: Are strategies to enroll and dis-enroll participants clearly stated? Are the strategies non-coercive in nature? Is there clear criterion for dis-enrollment? Does the vendor demonstrate a strategy that will successfully enroll the specified target population? Does the vendor include discussion of graduation from FACT when addressing disenrollment?</td>
<td>5</td>
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| F.3. Housing: Does the proposal clearly and very specifically articulate how consumers will be engaged, assessed and supported in accessing and maintaining housing? Does the proposal describe how the applicant will work with landlords and housing developers to create housing options for its clients, including carrying out the following tasks  
  - Locate housing for consumers,  
  - Cultivate/maintain relationships with owners of rental property and non-profit affordable housing developers/owners and/or housing authorities  
  - Administer a rental assistance program;  
  - Negotiate and enforce rental agreements and/or leases,  
  - Conduct housing quality inspections  
  - Address minor repair needs in a housing occupied by consumers  
  Is there a clear delineation of how the provision or termination of housing may or may not be part of enrollments and dis-enrollments in services? | 5 |
| F.4. Employment: Does the bidder clearly and specifically describe how and where consumers will participate in employment and employment readiness programs and how program staff and partners will facilitate consumer involvement in employment and / or unpaid work? Do these employment programs involve organizations with a history of working with criminal justice populations? Does the proposal describe pre-existing relationships with employers, workforce development programs, and educational programs? Does the proposal describe how these relationships will be utilized to benefit consumers? | 5 |
| F.5. Description of Mental Health Services: Do services include mental health supports required by the homeless population. Were psychiatric supports and medication supports included by the bidder? Do mental health services reflect best practices? Was there a description of how the program will assist the clients with relapse prevention skills for mental illness, substance abuse, and problem behaviors? | 10 |
### F.6. Description of Other Non-Mental Health Services:

Does the program include a comprehensive array of services and/or a referral network to meet the needs of clients? Does the bidder clearly and specifically describe how it will maintain contact with clients when persons are returned to jail and how supports will be provided for individuals while they remain homeless and after they are housed to ensure that enrollees can access a full range of services (i.e., health care, food, clothing, education, community based recreational activities, shelter/residential treatment). How will the program assist with transportation of clients from jail, to and from the courts, to and from the program site(s)? How will the program collaborate with the courts, probation officers, and jail mental health staff?

| 10 |

### F.7. Service Coordination:

Does the bidder describe how they will coordinate services to meet each client’s multiple needs? Will the program ensure that clients are afforded access to payee and benefits services, health services, education, nutrition, medication, and other social/recreational services that contribute to their quality of life? Does the proposal explain specifically how the program will provide services 24 hours a day / 7 days a week? Does the bidder include the role of Personal Service Coordinators, the Integrated Services and Supports Plan and the ACT team in their description of how service coordination will work? Does the program describe how the team will assist clients with fulfilling legal obligations such as court dates, visits with probation officers to ensure that clients are not rearrested due to failures to appear?

| 10 |

### F.8. Consumer-Driven Services:

Does the bidder clearly describe the consumer’s role in (i) developing their Integrated Services and Supports Plan and in (ii) being involved in any part of program evaluation or planning?

| 5 |

### F.9. Family Involvement:

Does the program have a strategy to work with the client to re-connect with family (if that is desired by the consumer)? Does the bidder clearly and specifically describe how family members will be educated and included in appropriate service planning and decision making?

| 5 |

### F.10. Peer Services:

Does the bidder clearly describe how it will incorporate persons who have been consumers into key positions in the program, including peer support workers? How will the program recruit persons with histories of mental illness and criminal justice involvement?

| 5 |

### F.11. Recovery & Resiliency Program Focus:

Does the bidder clearly and specifically describe how the project will advance the goals of recovery and/or resiliency?

| 5 |

### F.12. Cultural, Linguistic & Gender Responsiveness:

Are services designed to meet the cultural and linguistic needs of the FACT population? Does the bidder clearly and specifically describe how the program will be culturally responsive the needs of consumers from different cultures and/or different genders and sexual orientations?

| 5 |

### F.13. Program Accessibility:

Are the program’s proposed service location and access to public transportation suitable to the parameters of the program? Is there a clear strategy for how incoming referral calls will be handled and how long it will take to schedule an intake appointment for new clients? Are services and housing physically/architecturally accessible and is there an appropriate policy on Reasonable Accommodation?

<p>| 5 |</p>
<table>
<thead>
<tr>
<th>F.14 Safety &amp; Security:</th>
<th>Does the plan account for contingencies such as violent behavior and participants harming themselves or others?</th>
<th>10</th>
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<tbody>
<tr>
<td>F.15 Questions Regarding Management of Clients With Criminal Justice Experience:</td>
<td>Does the bidder demonstrate an operational understanding of how to work with clients who have criminal justice experience; and how to support staff training and prevent staff burn-out?</td>
<td>10</td>
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**Total Points for Section F.**

105 Points

<table>
<thead>
<tr>
<th>G. MANAGEMENT PLAN RATING ELEMENT</th>
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<tr>
<td>Section G should provide the reader with a clear idea of who will direct and deliver services, how these services will be coordinated, where they will be delivered, how they will be funded, and the timing for implementation. Furthermore, MOUs attached to the proposal should substantiate partner involvement and commitment to the project.</td>
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<tr>
<th>POSSIBLE POINTS</th>
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<td>15</td>
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</table>

**Total Section G: Management Plan**

35 points
H. DATA COLLECTION & EVALUATION PLAN RATING ELEMENT
Section H should clearly and specifically describe the kinds of data that will be collected, how and when it will be collected, how it will be stored and managed, how it will be used by program staff and how it will be reported to BHCS.

POSSIBLE POINTS

| H.1. Data Collection & Management Plan: Does the applicant provide a specific, clear description of how it will collect and manage its data? Is the management information system described and is it explained how program data will be housed in that MIS? Are the specific instruments to be used described? Does the choice of assessment tools seem appropriate to the project? Does the applicant also describe the kind of client outcome data to be collected, as well as service utilization data? Does the applicant provide a description of how it will use the required Management Information System, along with collecting other required data? | 15 |
| H.2. Utilization of Data: Does the applicant describe how project staff and their partners will utilize data to inform program planning and client treatment planning? | 10 |
| H.3. Reporting of Data: Does the applicant describe specifically how it will collect client outcome data required by the DMH? | 5 |

Total Section H: Data Collection & Evaluation Plan 30 points

I. AGENCY DESCRIPTION & EXPERIENCE RATING ELEMENT
Section I should clearly and specifically describe the organizational and personnel capacity of the applicant in relation to service delivery, cultural capacity, and fiscal and program management. The section should also describe leadership from the applicant organization who will be responsible for the project's oversight and the experience and expertise of individuals who will play a key role in the project and/or the kinds of qualities and expertise which will be sought from individuals who will perform key roles in the project.

POSSIBLE POINTS

| I.1 Agency and Partner Service Capacity: Does the applicant provides a clear, detailed and compelling summary of its experience and expertise relevant to this project. Does the agency and its partners clearly have experience with the targeted population? Is there evidence that the organization and its partners can implement an FSP? Does the applicant and its partners have the requisite experience with vocational, housing, homelessness, and integrated dual diagnosis services? It is critical that the applicant have experience and expertise in the delivery and management of housing services. In the best proposals, data will be provided substantiating the applicant’s prior success with this population and / or in implementing the kind of program proposed. If the Agency does not have certain experience or capacities, have they brought on appropriate partners/collaborators that do have the requisite capacity/experience? | 35 |
| I.2. Agency Cultural Capacity: Does the applicant provide evidence of its cultural capacity and its experience and expertise in addressing the needs of individuals of different cultures, genders, and sexual identities and languages. | 5 |
| I.3. Agency Management Capacity: Does the applicant describe clearly its capacity for the fiscal and program management of an FSP? Does this description include a discussion and examples of prior history collecting, managing and reporting client/program data? Does the applicant show that it uses program information to make effective management decisions regarding the assessment and improvement of services? | 15 |
| I.4. Agency Personnel: Does the applicant identify primary contacts within the organization to which the project coordinator will report? Does the primary supervisor | 10 |
have sufficient authority, experience and expertise to direct this program? Further, does the proposal describe the experience and expertise of other key staff who will play leadership roles in the project OR has the applicant provided a detailed description of BOTH the qualities and experience of the project staff who will be hired AND a clear idea of the hiring process and its time line. Are resumes of key personnel included?

**Total Section I: Agency Description & Experience**

<table>
<thead>
<tr>
<th><strong>J. References (Exhibit D1 and D 2)</strong> Significant issues may result in disqualification.</th>
<th>No Points</th>
</tr>
</thead>
</table>

| **K. Fiscal Management/Controls:** Significant issues may result in disqualification. | No Points |

<table>
<thead>
<tr>
<th><strong>L. PROJECT BUDGET RATING ELEMENT (Use Exhibit B)</strong></th>
<th>POSSIBLE POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Project Budget should clearly identify how funds will be used and how costs for expenditures were determined. Further it should be clear to the reviewer how the budget is sufficient, realistic and appropriate to the project.</td>
<td>---</td>
</tr>
<tr>
<td>Is the budget appropriate for the level, quality and quantity of work being proposed?</td>
<td>10</td>
</tr>
<tr>
<td>Is the personnel budget consistent with the program design?</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total Section L: Budget Bid Form**

<table>
<thead>
<tr>
<th><strong>TOTAL SCORE</strong></th>
<th>255 TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional 5% (12.75 points)</td>
<td>---</td>
</tr>
<tr>
<td>Additional 5% (12.75 points)</td>
<td>---</td>
</tr>
</tbody>
</table>

- Is a list of contracts attached that demonstrate their ability to perform the services they are proposing? [ ] YES [ ] NO
- Is a description included of their fiscal management experience and the fiscal controls that will be used for this program? [ ] YES [ ] NO

**L. CONTRACT EVALUATION AND ASSESSMENT**

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the CSC and/or other persons designated by the County will meet with the Contractor to evaluate 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 with the proposed service were evidenced which make it unlikely (even with possible modifications) that such proposed service has met the County requirements. If, as a result of such determination the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract and/or Contractor’s goods and/or
services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for the removal of any installed equipment/system and shall return County facilities to their pre-installation state at no charge to the County. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

M. NOTICE OF AWARD

1. At the conclusion of the RFP response evaluation process (“Evaluation Process”); all bidders will be notified in writing by certified mail, return receipt requested, of the contract award recommendation, if any, of Behavioral Health Care Services. The document providing this notification is the Notice of Award.

   The Notice of Award will provide the following information:
   
   • The name of the bidder being recommended for contract award;
   • The names of all other bidders; and,
   • In summary form [Bid numbers, evaluation points for each bidder]

2. Debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful bidder’s application with the Buyer.
   a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder, etc.
   b. Debriefing may include review of successful bidder’s proposal.

N. BID PROTEST / APPEALS PROCESS

Behavioral Health Care Services 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 bid process or appeal the recommendation to award a contract for this project.

Any bid protest must be submitted in writing to:

Attn: Director of Behavioral Health Care Services
Alameda County Behavioral Health Care Services
2000 Embarcadero Cove, #400, Oakland, CA  94606.

1. The bid protest must be submitted before 5:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.
   a. The bid protest must contain a complete statement of the basis for the protest.
   b. The protest must include the name, address and telephone number of the person representing the protesting party.
   c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. At a minimum, those parties listed in the Notices of Award/Non-Award shall be notified of such protest and the specific grounds therefore.
d. The procedure and time limits are mandatory and are the Bidder’s sole and exclusive remedy in the event of Bid Protest.
e. Responses will be issued and/or discussed at least five (5) days prior to Board hearing date.
f. Responses will inform the bidder whether or not the recommendation to the Board is going to change.

2. Bidder’s failure to comply 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.

3. Upon receipt of written protest/appeal the Director, BHCS will review and provide an opportunity to settle the protest/appeal by mutual agreement, schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.

4. The decision of the Director, BHCS may be appealed to the Director, Health Care Services Agency (HCSA). All appeals to the Director, (HCSA) shall be in writing and submitted within five (5) calendar days of notification of decision by the Director, BHCS.

5. The decision of the Director, HCSA is the final step of the appeal process.

IV. TERMS AND CONDITIONS

O. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be up to two years and three months in accordance with contract negotiations. (March 1, 2006 – June 30, 2009.)

2. The term of the contract will begin on the first day of a month and run through the end of the fiscal year, and shall continue year to year provided funding is allocated by the County Board of Supervisors, until terminated in accordance with the agreement.

3. Termination for Cause: If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

4. Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County’s election, permit County to deduct such sums from whatever amounts remain not disbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

5. Termination without Cause: County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.
6. Termination by Mutual Agreement: County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

7. By mutual agreement any contract which may be awarded pursuant to this RFP, may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

P. PRICING

1. Prices quoted shall be firm for the start up period and remaining months of the first fiscal year and for the second fiscal year of any contract that may be awarded pursuant to this RFP.

2. In subsequent years, all pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP with the exception of annual Board approved COLA.

3. The price(s) quoted shall be the maximum cost the County will pay for this contract based on negotiated rate methodology stated in the contract.

4. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

5. County will allocate the sum as indicated in Exhibit B, Bid Form to vendor awarded RFP, to be expended as described in the contract agreement. Unless an amendment to the agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount.

Q. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled “Evaluation Criteria/Selection Committee.”

2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.

3. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.

4. The County reserves the right to award to a single or multiple contractors.

5. The County has the right to decline to award this contract or any part thereof for any reason.

6. Board approval to award a contract is required.

7. Contractor shall sign an acceptance of award letter prior to Board approval. A Master Contract must be signed following Board approval.

8. Final Master Contract terms and conditions will be negotiated with the selected bidder. Attached Exhibit J contains minimal Master Contract boilerplate language only.
9. The RFP specifications, terms, conditions and Exhibits, RFP 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.

R. METHOD OF ORDERING

1. A Master Contract and accompanying Exhibit A – Program and Performance Requirements and Exhibit B - Budget and Terms and Conditions of Payment will be issued upon Board approval.

2. P.O.s and payments for products and/or services will be issued only in the name of Contractor.

S. INVOICING

1. Contractor shall invoice the requesting department monthly in arrears, unless otherwise advised, upon satisfactory performance of services.

2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory performance of services.

3. County shall notify Contractor of any adjustments required to invoice.

4. Invoices shall contain County PO number, invoice number, remit to address and itemized services description and price as quoted and shall be accompanied by acceptable proof of delivery; i.e., utilization reports from BHCS

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 Master Contract.

8. Payment shall be made based on monthly invoices supported by utilization reports from BHCS information system pursuant to the terms and conditions set forth in Exhibit B of the Master Contract. Sums not so paid shall be retained by County. In addition, Contractor will be required to submit an annual cost report at the end of each fiscal year to be used as final settlement between the County and Contractor.

9. Contractor shall submit all claims for reimbursement under the Master Contract within sixty (60) days after the ending date of the agreement. All claims submitted after sixty (60) days following the ending date of the agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after sixty (60) days following the ending date of the agreement will be disallowed under audit by the County.

10. Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B, as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.
11. Contractor shall submit their final claim for reimbursement under the contract within sixty (60) days after the ending date of the contract.

T. COUNTY PROVISIONS

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

2. Small and Emerging Locally Owned Business: A small business for purposes of this RFP is defined by the United States Small Business Administration as having no more than $29,000,000.00 in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County is one having average annual gross receipts of less than one-half (1/2) of the above amount over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions, Application and Affidavit) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor.

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

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services. As a result of the County’s commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFP:

a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.

b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference and must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder’s total bid amount in order to be considered for the contract award. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract.
Direct patient care costs may be exempt from the SLEB requirements. If the prime contractor(s) intends to subcontract any portion of the direct patient care, the prime contractor(s) must incorporate the SLEB requirements specified above in their proposal.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above under Section 2, and are not required to subcontract with a SLEB and do not receive a 5% SLEB bid preference:

- non-profit community based organizations (CBO);
- churches;
- public schools; and
- government agencies.

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

The County reserves the right to waive these small/emerging local business participation requirements in this RFP, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars ($10,000), whichever is less.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

3. **First Source Program:** The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County’s relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act require that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

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

Contractors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a
contract as a result of this RFP. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

4. **Environmentally Friendly Packaging**: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.

5. **Warranty**: Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the RFP will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed for a period of one (1) year from the date of acceptance by the County.

6. **Tuberculosis**: Contractor shall provide the County yearly with acceptable proof of Mantoux skin test for tuberculosis or chest x-ray (14 x 17) for all personnel providing on-site services at the Alameda County FACT program. Initial proof shall be provided prior to the provision of service. Acceptable proof shall be a statement signed by a physician of a negative Mantoux test or a signed negative chest x-ray. Individuals who convert from a negative Mantoux test to a positive test must provide a signed physician’s statement indicating they are free from the presence of infectious disease.

7. **Rubella and Rubeola Immunity**: Prior to assignment, the Contractor shall provide acceptable proof of rubella and rubeola immunity and other immunities as may be required by law for all individuals who will be providing on-site services at the FACT program. Acceptable proof shall be a signed statement from an official health provider or a signed health certificate such as for marriage or international travel.

8. **Administrative Responsibilities**: Consistent with Title 22, California Administrative Code, Section 70713, County retains professional and administrative responsibility for services rendered under any contract which may arise pursuant to this RFP. County’s retention of these responsibilities shall not alter or modify, in any way the hold harmless, indemnification, insurance or independent contractor provisions set forth herein.

U. **CONTRACT MANAGER/SUPPORT STAFF**

1. Contractor shall provide a dedicated competent contract manager who shall be responsible for the County contract. The contract manager shall be the primary contact for all issues regarding Bidder’s response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to serve the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract and services offered and able to identify and resolve quickly any issues regarding the program.

3. Contract manager shall be familiar with Federal, State and County standards and work with the Behavioral Health Care Services staff to ensure that established standards are adhered to.

4. Contract manager shall keep the County Program Liaison informed of requests from departments as required.

V. GENERAL REQUIREMENTS

1. Bidder shall be regularly and continuously engaged in the business of providing the similar services required by this RFP for at least five (5) years in the last ten (10) years.

2. Bidder(s) shall be responsible for meeting requirements applicable to licensed practitioners of the healing arts as set forth by local and state laws and regulations, including health and safety codes, Welfare and Institutions Code, and those that should be known within the community standard in providing mental health services.

3. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

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

5. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

6. Contractor personnel shall be easily identifiable as non-County employees (i.e. work uniforms, badges, etc.).

W. CULTURAL COMPETENCE GUIDELINES

1. Contractor must be able to demonstrate cultural competence in the following areas:

2. Experience or track record of involvement with the target population - The applicant organization should have a documented history of positive programmatic involvement with the population/community to be served; e.g., a history of involvement with the target population or community.

3. Training and staffing - The staff of the organization should have training in gender/age/cultural competence. Attention should be placed on staffing the initiative with people who are familiar with, or who are themselves members of, the population/community.

4. Language - If an organization is providing services to a multi-linguistic population, there should be multi-linguistic resources, including use of skilled bilingual and/or bicultural as specified in
the statement of work. individuals whenever a significant percentage of the target population/community is more comfortable with a language other than English.

5. Materials - It should be demonstrated that material and products such as audio-visual materials, public service announcements, training guides and print materials to be used in the project are gender/age/culturally appropriate or will be made consistent with the population/community to be served.

6. Evaluation - Program evaluation methods and instrument(s) should be appropriate to the population/community being served. There should be rationale for the use of the evaluation instrument(s) that are chosen, and the rationale should include a discussion of the validity of the instrument(s) in terms of the gender/age/culture of the group(s) targeted. The evaluators should be sensitized to the culture and familiar with the gender/age/culture whenever possible and practical.

7. Community representation - The population/community targeted to receive services should be a planned participant in all phases of program design. There should be an established mechanism to provide members reflective of the target population with opportunities to influence and shape the project’s proposed activities and interventions. A community advisory council or board of directors with decision-making authority should be established to affect the course and direction of the proposed project. Members of the targeted group should be represented on the council/board.

8. Implementation - There should be objective evidence/indicators in the application that the applicant organization understands the cultural aspects of the community that will contribute to the program’s success and which will avoid pitfalls.

9. Proposals should demonstrate cultural competence throughout the project plan.
RFP ATTACHMENTS

EXHIBITS A - O
EXHIBIT A

COUNTY OF ALAMEDA

for

FACT – FORENSIC ASSERTIVE COMMUNITY TREATMENT TEAM, Full Service Partnership- 5

ACKNOWLEDGEMENT

The County of Alameda is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP/Q number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. Preparation of bids: (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.

2. Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.

3. Taxes and freight charges: (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.

4. Award: (a) Unless otherwise specified by the bidder or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

5. Patent indemnity: Vendors 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.

6. Samples: Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder’s expense.

7. Rights and remedies of County for default: (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples, provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. Discounts: (a) Terms of less than ten (10) days for cash discount will be considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.

9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

10. No guarantee or warranty: The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

Firm:
Address:
State/Zip

What advertising source(s) made you aware of this RFP?

By: ___________________________ Date: ___________ Phone: ___________________________

Printed Name Signed Above: ____________________________________________

Title: ___________________________

7/15/05
EXHIBIT B
COUNTY OF ALAMEDA
for
FACT – FORENSIC ASSERTIVE COMMUNITY TREATMENT TEAM, Full Service Partnership

BID FORM

The cost in Exhibit B of this RFP shall form the Exhibit B for any resulting contract. It will include all taxes and all other charges and is the cost the County will pay for start-up costs and per unit of service for the approximately one year and nine month term of any contract that is a result of this bid. Cost shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total.

FULL SERVICE PARTNERSHIP MHSA RFP BUDGET INSTRUCTIONS

Below is a list of the documents that must be completed. They must be filled-out electronically using the Microsoft Excel spreadsheet available at http://www.acbhcs.org/MHSA/DocCtr/docCtr.htm#RFP. Submit hard copies of the completed spreadsheets as Section L: BID FORM. Submit one CD with an electronic copy of the completed Excel file as ATTACHMENT F at the end of the entire proposal document.

Note that each document refers to separate tabs in the workbook entitled “MHSA RFP Budget Template”. No other budget format will be accepted for this bid.

- **Full Service Partnership MHSA RFP Annualized Budget**: This form lists all costs, revenues, estimated units of service, and costs per unit (calculated automatically based on the costs and units entered) for each service modality. Detailed instructions for completing this form are attached. The MHSA Cost is the amount of funding available from the Mental Health Services Act for this program and must match the annualized amount listed in the RFP.

- **Full Service Partnership MHSA RFP Start-Up Budget**: List salaries and expenses needed to start up the program (including staff recruitment, moving expenses, office furniture, phones, computers, etc.) along with anticipated operating costs and revenues for the implementation period prior to direct services being provided (not to exceed 90 days). The Start-Up Budget form is similar to the Annualized Budget, so please use those detailed instructions for completing the budget information.

- **Full Service Partnership MHSA RFP Billable Staff Hours % Calculation**: This form is required only for the “Outpatient” component of the program (i.e., use the information from the “Outpatient” budget column, not the “Outreach” column). List only those classifications providing direct services to clients and the FTE (Full Time Equivalent – percentage of time based on a 40 hour work week).

- **Full Service Partnership MHSA RFP Expenses Detail**: This form is used to provide additional description for certain line items listed on your Detail Budget and needs to be completed for all line items listed in the Direct Support Expenditures section as well as ”Miscellaneous” and “Professional & Specialized Services” line items listed in the Operating Expenses section.
FULL SERVICE PARTNERSHIP-1 MHSA RFP DETAILED INSTRUCTIONS

- List “Provider Name” and “Program Name” in the spaces provided.

- Complete a separate column for the “Outreach” and “Outpatient” components of the program to indicate the annual costs applicable to each type of service.

- In the Salaries & Wages section, complete the following:
  - List all positions relevant to the programs reflected in the budget; staff may be grouped by classification.
  - Direct Services - For each position, indicate if staff provides direct services to clients (i.e., billable services such as providing counseling, case management, medication support, etc).
  - Annualized Salary - List the annualized salary for each position. This salary should reflect the annualized cost of the position based on a 40-hour workweek.
  - Provide the Full Time Equivalent (FTE) applicable to each position of each program. Enter the amount of time each position will be working in each program using a 40-hour week as base. (Examples: (a) If a person works 20 hours a week in a program, this would be 50% FTE. (b) If a person works a total of 37.5 hours per week, this is .94 FTE).
  - List the budgeted amount for each classification in the applicable column (FTE x Annualized Salary).
  - Enter Employee Benefits on the line so designated.

- In the Direct Support Expenditures and Operating Expenses sections, complete the following:
  - List all expenses for the program applicable to Alameda County clients. Use the line items designated on the form. Space has been provided for any additional expenditure accounts you may need to add, but please try to use the standard categories as much as possible.
  - We require descriptions/explanations for all line items listed in the “Direct Support Expenditure” section as well as “Miscellaneous” and “Professional & Specialized Services” line items listed in the Operation Expenses section of your Annualized Budget; please complete the “MHSA RFP Expenses Detail” form describing expenses for these line items.

- On the “Admin” line, you may show indirect costs not to exceed 5% of your total program cost.

- In the “Provider Revenue” section, list all revenue that you expect to receive from any source other than Alameda County Behavioral Health Care Services that is applicable to this program including patient fees, insurance, grants, Medicare, etc. In the “County Revenue” section, list any revenue that would be received directly by the County including Medi-Cal, Medi-Cal Administrative Activities (MAA), etc. In the budget narrative, explain the assumptions used to calculate revenue amounts, i.e., percentage of Medi-Cal eligibles, number of services provided.

- Input units to be purchased by Alameda County BHCS for each program. For Outreach services, enter all staff-service hours (to be provided annually). For Outpatient services, use direct-staff hours and enter total hours of Case Management, Mental Health Services, Medication Support and Crisis Intervention. The form then automatically calculates the weighted cost per unit for each outpatient mode.
EXHIBIT C-1
COUNTY OF ALAMEDA
MINIMUM INSURANCE REQUIREMENTS
For Non Profit Organizations

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:

<table>
<thead>
<tr>
<th>TYPES OF INSURANCE COVERAGE</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Commercial General Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery</td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>B Commercial or Business Automobile Liability</td>
<td>$1,000,000 per occurrence (CSL)</td>
</tr>
<tr>
<td>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses.</td>
<td>Any Auto</td>
</tr>
<tr>
<td>Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>C Workers’ Compensation (WC) and Employers Liability (EL)</td>
<td>WC: Statutory Limits</td>
</tr>
<tr>
<td>Required for all contractors with employees</td>
<td>EL: $100,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td>D Professional Liability/Errors and Omissions</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Includes endorsements of contractual liability</td>
<td>$2,000,000 project aggregate</td>
</tr>
<tr>
<td>E Employee Dishonesty and Crime</td>
<td>Value of Cash Advance</td>
</tr>
</tbody>
</table>

ADDITIONAL INSURED: General Liability, Automobile Liability, Professional Liability and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.

DURATION OF COVERAGE: 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.

REDUCTION OR LIMIT OF OBLIGATION: 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.

INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

SUBCONTRACTORS: 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.

JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:

Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party), or at minimum named as an “Additional Insured” on the other’s policies.

Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.

CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.

CERTIFICATE OF INSURANCE: 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 to:

Alameda County, Public Health, Virginia Harris, 1000 Broadway, Suite 500, Oakland, CA 94607

With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)
EXHIBIT C-2
COUNTY OF ALAMEDA
MINIMUM INSURANCE REQUIREMENTS
For Private For-Profit Organizations

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:

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<td><strong>E Endorsements and Conditions:</strong></td>
<td></td>
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<td>9. ADDITIONAL INSURED: 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, the individual members thereof, and all County officers, agents, employees and representatives.</td>
<td></td>
</tr>
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<td>10. DURATION OF COVERAGE: 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.</td>
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</tr>
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<td>11. REDUCTION OR LIMIT OF OBLIGATION: 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.</td>
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<td>12. INSURER FINANCIAL RATING: 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</td>
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<td>- Department/Agency issuing the contract</td>
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<td>- With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)</td>
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CURRENT REFERENCES

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<th>Address:</th>
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EXHIBIT E
COUNTY OF ALAMEDA
for
FACT – FORENSIC ASSERTIVE COMMUNITY TREATMENT TEAM, Full Service Partnership- 5

SMALL, LOCAL AND EMERGING BUSINESS PROGRAM
CERTIFICATION INSTRUCTIONS

1. Complete the application.

**Small Business:** Federal Small Business Administration (SBA) gross receipts limit by North American Industry Classification System (NAICS) or Standard Industry Classification (SIC) Codes.

**Emerging Business:** One half of the SBA gross receipt limit by NAICS OR SIC codes and in business less than 5 years.

The following items must be attached to your Application:
- Copies of Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years
- Copies of Business Licenses
- Copy of Current Identification (i.e. Driver’s License, Identification Card)
- Copy of Deed, Rental or Lease Agreement showing Business Address
- Copies of Last 3 completed Contracts and Proposals including name of Contact Person
- Personal Net Worth Statement (if the business has never filed taxes)
- Notarized Affidavit

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date.

The Affidavit must be complete, notarized and attached to the Application. If any item is not applicable, please put “N/A” in the designated area. If additional space is needed, please attach additional sheet(s).

2. Please mail Application and Supporting Documents to:
   Alameda County General Services Agency
   Business Outreach Compliance Office/SLEB
   1401 Lakeside Drive, 10th Floor
   Oakland, CA 94612
   Attention: Linda Moore, Business Outreach Officer

If you have questions regarding your certification, please contact:
   Linda Moore
   (510) 208-9717 or Linda.moore@acgov.org

Thank you for your interest in doing business with Alameda County.
EXHIBIT E
COUNTY OF ALAMEDA
for
FACT – FORENSIC ASSERTIVE COMMUNITY TREATMENT TEAM, Full Service Partnership- 5

SMALL, LOCAL AND EMERGING BUSINESS PROGRAM
CERTIFICATION APPLICATION

Section A: Business Information

* Asterisk (*) indicates Required Information.

*Business Type: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation

*Business Name: SLEB Vendor ID Number: ______________________

DBA (Circle One): Yes or No *

*Business Address: *Federal Tax Identification Number: ______________________

*How long at this address: Business Fax Number: ______________________

*Business Telephone Number: *# of Employees: ______________________

Business Start Date: ______________________

Gross Business Receipts for Last Three Years (If first year in business, please list gross receipts received to date):

$_____________________ 20____ $_____________________ 20____ $_____________________ 19____

Section B: Contact Information

*Name: *Title:

Address: *Email Address:

Phone: Fax number:

*Composition of Ownership – This is a Required Section

Public Entity (government, church, school, non-profit, publicly traded): ❑ Yes ❑ No

If “Yes,” skip Gender and Ethnicity below.

The collection of ethnicity and gender data is for statistical and demographic purposes only.

Please check the one most applicable category in each column:

Ethnicity
❑ African American or Black (greater than 50%)
❑ American Indian or Alaskan Native (greater than 50%)
❑ Asian (greater than 50%)
❑ Caucasian or White (greater than 50%)
❑ Filipino (greater than 50%)
❑ Hispanic or Latino (greater than 50%)
❑ Native Hawaiian or other Pacific Islander (greater than 50%)
❑ Multi-ethnic minority ownership (greater than 50%)
❑ Multi-ethnic ownership (50% Minority-50% Non-Minority)

Gender
❑ Female (greater than 50%)
❑ Male (greater than 50%)

Section C: SIC and NAICS Codes Information

<table>
<thead>
<tr>
<th>SIC Code(s)</th>
<th>NAICS Code(s)</th>
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<tbody>
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</tbody>
</table>

Section D: Business and License Information

Please List All Current Business and Professional Licenses:

License Type: Date Issued/Expires: Jurisdiction/Issuing Authority:

______________________________________________________

______________________________________________________

______________________________________________________
CERTIFICATION RENEWAL APPLICATION

SLEB Vendor ID Number: _______________ Date of Initial Certification: ____________

*Business Name:  
*Federal Tax Identification Number: ____- ______________

*Business Address:  *How long at this address: ______________
*Business Telephone Number:  Business Fax Number:  
*Main Contact Name:      *Email Address:

Phone:

*Gross Business Receipts for Last Three Years:

$ ______________ 20____  $ ______________ 20____  $ ______________ 20____

Please Attach Verification of Business Income (*Copies of signed Federal Tax Return*)

Section C: SIC and NAICS Codes Information

<table>
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RENEWAL AFFIDAVIT

I declare, under penalty or perjury all of the foregoing statements are true and correct.

________________________________________           ______________________________
(Signature)        (Title)

Please mail Application and Supporting Documents to:  
GSA Purchasing  
Attention:  Linda Moore  
1401 Lakeside Drive, 10th Floor  
Oakland, CA  94612
EXHIBIT E
COUNTY OF ALAMEDA
General Services Agency
for
FACT – FORENSIC ASSERTIVE COMMUNITY TREATMENT TEAM Full Service Partnership- 5

AFFIDAVIT
The undersigned swears, under penalty of perjury, that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of
__________________________
(Name of Firm)
as well as the ownership thereof.
The undersigned also states that he/she is properly authorized by
__________________________
(Name of Firm)
to execute the affidavit. Further, the undersigned agrees to provide the County Of Alameda, current, complete and accurate information regarding: actual work performed on the project, any payment(s) made or received, any proposed changes to the activities of the above-referenced firm that affect the firm’s eligibility under this program, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating appropriate legal action. The undersigned agrees that information provided may be shared with other governmental agencies.

NOTARY
Printed Name
Signature

The foregoing affidavit was subscribed and sworn to before me on this ______ day of ________________________, 20____ by

Date
Title

SEAL
Notary Public
Commission Expires

Mail completed Application and Affidavit to:
County of Alameda
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Attn: Linda Moore
SMALL LOCAL EMERGING BUSINESS (SLEB) SUBCONTRACTING 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 (per this RFP County Provisions) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to subcontract with a SLEB that can participate directly with this contract. One of the benefits of subcontracting will be economic, but this subcontracting 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 the subcontractor without prior written approval from the General Services Agency, Business Outreach Officer.

The General Services Agency, Business Outreach Officer will monitor the contract for compliance with the SLEB requirements.

BIDDER: __________________________________________________________________________

☐ is a SLEB.

☐ is not a SLEB and will subcontract ________% with the SLEB named below for the following service(s):

SLEB
Business Name: ______________________________________________________________________
Street Address: ______________________________________________________________________
City, State, Zip: ______________________________________________________________________
Phone: ___________________________ Fax: ___________________________ E-mail: _______________
Tax ID Number: ___________________________
Principal Name: ___________________________
SLEB Principal Signature: ________________________________________ (Date)

Bidder Signature: ________________________________________________ (Date)
EXHIBIT G
ALAMEDA COUNTY
for
FACT – FORENSIC ASSERTIVE COMMUNITY TREATMENT TEAM Full Service Partnership- 5

REQUEST FOR PREFERENCE
for
LOCAL BUSINESS
and
SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS

IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR EMERGING AND LOCAL BUSINESS PREFERENCE, COMPLETE THIS FORM AND RETURN IT WITH YOUR BID. IN ADDITION, IF APPLYING FOR LOCAL PREFERENCE, SUBMIT THE FOLLOWING:
- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
- Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.

A five-percent (5%) preference will be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued; and which holds a valid business license issued by the County or a city with the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County.

In addition, a five percent (5%) preference, for a total bid preference of ten percent (10%), shall be granted (except as noted above) if the bidder is certified by the County as either a small and local or an emerging and local business. Check the appropriate (2 maximum) boxes and provide the requested information below.

☐ Request for 5% local preference  ☐ Request for 5% small and local preference  OR  ☐ Request for 5% emerging and local preference

Company Name: __________________________________________

Street Address: __________________________________________

Telephone Number: ________________________________________

Business License Number: __________________________________

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

Print/Type Name: _________________________________________

Title: ___________________________________________________

Signature: _______________________________________________

Date: ___________________________________________________
EXHIBIT H
COUNTY OF ALAMEDA
RFP No. MHSA FSP-1
for
Forensic Assertive Community Treatment Team, Full Service Partnership-5

ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT

ALCOLINK Vendor Number (if known): 00000  SLEB Vendor Number:

Full Legal Name:

DBA

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

Check the boxes that apply:
□ Goods Only  □ Goods & Services  □ Rents/Leases  □ Legal Services
□ Rents/Leases paid to you as the agent  □ Medical Services  □ Non-Medical Services –

Describe:
□ Other

Federal Tax ID Number (required): ______

P.O. Box/Street Address:

Vendor Contact’s Name:

Vendor Contact’s Telephone:     Fax:

Vendor Contact’s E-mail address:

Please check all that apply:

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

Number of Entry Level Positions available through the life of the contract:___________

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

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

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

______________________________________ ____________________
(Vendor Signature) (Date)

______________________________________ ____________________
(Company Name)

______________________________________ ____________________
(Alameda County Representatives Signature) (Date)
EXHIBIT I

COUNTY OF ALAMEDA

for

FACT – FORENSIC ASSERTIVE COMMUNITY TREATMENT TEAM Full Service Partnership- 5

Exceptions, Clarifications, Amendments

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, including Exhibit J, and submit with your bid response.

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page No.</td>
<td>Paragraph No.</td>
</tr>
</tbody>
</table>

Contractor:
EXHIBIT J

COUNTY OF ALAMEDA
for
FACT – FORENSIC ASSERTIVE COMMUNITY TREATMENT TEAM
Full Service Partnership- 5

Contract Reference No.____________________

MASTER CONTRACT

THIS CONTRACT, made and entered into on this ___ day of _________, 20___ by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "County," and «Contractor_Name», a ______________________, doing business at «Street_Address», «CityStateZip», hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D(s); and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:
1. **Term of Agreement.** The Term of this Agreement begins on the 1st day of ____, 20____ and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements-- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.
4. **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Records.** (1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other
governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

7. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

8. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever
arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

9. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

10. **Independent Contractor Status.** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

11. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contains any such confidential information. County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

12. **Termination Provisions.** Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving
written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

13. **Compliance with Laws.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

14. **Accident Reporting.** If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were
involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

15. **Personal Property.** Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over $1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

16. **Non-Discrimination.** Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

17. **Governing Board Limitations; Conflict of Interest.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community based organization;
• simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

• Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;

• Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or

• Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and the County Agency Director/Chief Administrator, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

18. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.
19. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder. This Agreement can be amended only by written agreement of the parties hereto.

20. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act on behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

21. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

**CONTRACTOR:** «Contractor_Name»
«Street_Address»
«CityStateZip»

**COUNTY:** Behavioral Health Care Services
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: ____________________________
   Signature

Name: ____________________________  (Printed)

Title: President of the Board of Supervisors

Date: _____________________________

CONTRACTOR/COMPANY NAME

By: ____________________________
   Signature

Name: ____________________________  (Printed)

Title: _____________________________

Date: _____________________________

Approved as to Form:

By: ____________________________
   County Counsel Signature

Date: _____________________________

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
Exhibit A of Exhibit J

Exhibit A Template 05/06

Please refer to “Contractor Instructions for Completing the Exhibit A.”

MASTER CONTRACT EXHIBIT A TEMPLATE
COMMUNITY BASED ORGANIZATION CONTRACT

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department: Behavioral Health Care Services (BHCS)

Contractor Name: ____________________________________________

Contract Period: (As early as March 1, 2006 – June 30, 2009)

Type of Contract: □ Master: Contract Number ________________
□ Services as Needed (SAN): □ EPSDT □ SACPA □ Level III

1. Contracted Services:

2. Program Name(s):

3. Program Objectives:

4. Program Description and Requirements:

   4A. Members of the Board of Directors:

   4B. Executive Director:

   4C. Medical Director:

4D. Contract Program Director:
4E. Contract Fiscal Officer:

4F. Program Description:

4G. Program Goals:

4H. Discharge Criteria and Planning:

4I. Case Management:

4J. Limitations of Service:

4K. Confidentiality of Health Information:

All information and records obtained in the course of providing services pursuant to this Agreement shall be confidential and are protected from disclosure by the California Welfare and Institutions Code, Section 5328, et seq. and other applicable federal and state law.

If Contractor is a Covered Entity within the meaning of the Health Insurance Portability and Accountability Act (HIPAA), then it shall provide services in conformance therewith.

Contractor will disclose to appropriate treatment providers individually identifiable health information concerning clients served pursuant to this Agreement for purposes of securing treatment and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

The maintenance, access, disposal and transfer of records shall otherwise be in accordance with professional standards and applicable County, State, and Federal laws and regulations and/or specified regulations of the Substance Abuse and Crime Prevention Act of 2000, detailed in section 9535 of Title 9 CCR.
Any sharing of identifiable health information shall be consistent with the provisions of HIPAA and other applicable federal and state laws relating to the use and disclosure of protected health information.

Records will contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized BHCS personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as these personnel may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, appropriateness, and timeliness of the services being rendered under this contract.

4L. Quality Assurance:

Contractor has a Quality Assurance Plan meeting the requirements of the Department’s Office of Quality Assurance. This plan is available on-site for review by the Department.

Attached to this exhibit is an Addendum addressing elements to be included in the Quality Assurance Plan, including quality improvement activities which are the responsibility of Contractor.

4M. Minimum Staffing Qualifications:

Contractor has job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for employment and duties to be performed. Contractor agrees to submit revised job descriptions prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

4N. Organizational Chart:

Contractor has an organizational chart reflecting the current operating structure on file with the Department. Contractor agrees to provide the Department with an updated version of this document in the event of any change to the operational structure.

5. Hours/Days of Operation:

6. Reporting Requirements:

Contractor shall comply with any reporting requirements of County, State or Federal funding sources as a condition of funding.

7. Evaluation Requirements:

Contractor shall submit to periodic and/or annual reviews of program delivery and fiscal reporting, as required by County, State and Federal funding sources.

8. Certification/Licensure:

9. Target Population:
10. Service Area:

11. Service Delivery Sites:

12. Service Criteria:
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 and Board policy, the County has the responsibility to determine whether those organizations
receiving funds through the County have spent them in accordance with the provisions of the contract,
applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through
other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources: non-federal entities which are determined to be sub recipients
   by the supervising department according to §___ . 210 of OMB Circular A-133 and which
   expend annual Federal awards of:

   1. $500,000 ($300,000 if the fiscal year ended before January 1, 2004) or more must
      have a single audit in accordance with §___ .500 of OMB Circular A-133. When an
      auditee expends Federal awards under only one Federal program (excluding R&D)
      and the Federal program's laws, regulations, or grant agreements do not require a
      financial statement audit of the auditee, the auditee may elect to have a program-
      specific audit conducted in accordance with §___ .235 of OMB Circular A-133.

   2. Less than $500,000 ($300,000 if the fiscal year ended before January 1, 2004) are
      exempt from the single audit requirement except that the County may require a
      limited-scope audit in accordance with §___ .230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County
   from all sources of:

   1. $100,000 or more must have a financial audit in accordance with the U.S.
      Comptroller General’s Government Auditing Standards covering all County
      programs.

   2. Less than $100,000 is exempt from these audit requirements except as otherwise
      noted in the contract.

   3. If a non-federal entity is required to have or chooses to do a single audit, then it is not
      required to have a financial audit in the same year. However, if a non-federal entity is
      required to have a financial audit it may be required to also have a limited-scope
      audit in the same year.
C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.

2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.

4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.
The work plan must include the Major Benchmarks listed below. The timeline must also provide a reasonable sequencing of sub-tasks that need to be completed to reach these benchmarks. In quarterly reports to BHCS, you will be required to complete the two far right columns to provide an update on what has actually been implemented and by when. The following benchmarks must be included:

- Full staffing achieved
- 50% of clients enrolled
- 75% of clients enrolled
- Full program enrollment

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<th>Who</th>
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EXHIBIT L
COUNTY OF ALAMEDA
for
FACT – FORENSIC ASSERTIVE COMMUNITY TREATMENT TEAM Full Service Partnership-

MEMORANDUM OF UNDERSTANDING
GUIDELINES AND SUMMARY LISTING

Please note, according to California Department of Mental Health regulations, clinical services MAY NOT be subcontracted to an organizational provider that is subject to Medi-Cal settlement requirements.

Throughout your proposal you will be describing how you propose to implement grant-funded activities. Many of these proposed steps may require the cooperation and involvement of sub-contracted project partners as well as other unfunded organizations, landlords, employers, training organizations, health organizations, etc. A key element of your proposal submission is the development of Memoranda of Understanding with each of the key collaborators in your proposal. BHCS is requiring all applicants to obtain detailed MOUs from each of these collaborators. In the event that your proposal includes no partners, it is important that Section G.2 articulates specifically how your staff will deliver all the services in your proposal.

MOUs should stipulate:

☐ The conditions under which partner organizations will participate in your project;
☐ The specific roles they will fulfill and either the job titles and/or the specific individuals that will perform these roles;
☐ The amount of funding (if any) that they will receive via sub-contract;
☐ The timeline within which these activities will be completed or conducted;
☐ The commitment to participate in ongoing project planning;
☐ The extent to which the partner was involved in the planning of your proposal;
☐ The history of collaboration that the organization has had with your organization; and
☐ The relevant experience and expertise of the partner

Signed MOUs should be submitted as ATTACHMENT B after Question G.2. with a table of contents indicating who has provided MOUs and a one or two sentence description of the contents of the MOU. In your narrative, when you describe the proposed actions of your partners, you should parenthetically note that these actions are supported by an MOU in ATTACHMENT B.

ATTACHMENT B will be rated by reviewers with 15 points being possible for proposals that have provided clear, detailed documentation of partner commitments. MOUs that vaguely describe planned involvement or fail to give a clear picture of how they will implement project strategies, will result in fewer points. If a proposal is submitted without any supporting MOUs, no points will be awarded. The absence of MOUs would also impact a proposal score for its Management Plan.

MOUs should be obtained from any organization that plays a substantive role in your proposal’s operations, however, you should not use the MOU framework for submitting letters of support. Reviewers will not consider or value MOUs that simply indicate that they support the proposal, see value in the services, or provide validation of the experience and expertise of the applicant. The MOU is designed to substantiate another organization’s direct involvement in your proposed project.
## Exhibit L: MEMORANDUM OF UNDERSTANDING
### TABLE OF CONTENTS

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<th>Organization</th>
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EXHIBIT M
ALAMEDA COUNTY
for
FACT – FORENSIC ASSERTIVE COMMUNITY TREATMENT TEAM Full Service Partnership - 5

RESPONSE CONTENT AND SUBMITTALS
COMPLETENESS CHECKLIST

Please refer to Section E, RESPONSE FORMAT for the specific questions under each of the sections described below. The sequence for each required Bid document/exhibit shall be as follows:

CHECK LIST

☐ A. TITLE PAGE
☐ B. TABLE OF CONTENTS
☐ C. COVER LETTER
☐ D. LETTER OF TRANSMITTAL
☐ E. EXECUTIVE SUMMARY (Maximum of two (2) pages)
☐ F. PROGRAM ACTIVITIES/SERVICES (Maximum of twenty (20) pages)
☐ G. MANAGEMENT PLAN (Maximum of eight (8) pages, not including required Attachments)
   Attachment A- Organizational Chart
   Attachment B- Memorandums of Understanding (MOU’s) with Exhibit L coversheet
   Attachment C- Work Plan Time Line (Exhibit K)
☐ H. DATA COLLECTION AND EVALUATION PLAN (Maximum of four (4) pages)
☐ I. AGENCY DESCRIPTION AND EXPERIENCE
   Attachment D- Resumes of Key Staff
☐ J. REFERENCES (Exhibit D1 and D2)
☐ K. FISCAL MANAGEMENT AND CONTROLS (Maximum of one (1) page)
   Attachment E- Fiscal Audit and Current Budgets and Year to Date Financial Statements
   (SUBMIT AT END OF DOCUMENT. Only one set of the last three audited financial statements needs to be submitted in original. Include Current Budget and Year to Date Financial Statements in all copies)
☐ L. BID FORM
   Submit hard copies of Exhibit B.
   Attachment F- CD with completed Excel files of Exhibit B (SUBMIT AT END OF DOCUMENT. Only one CD needs to be submitted with original)

☐ M. EVIDENCE OF INSURANCE
N. DISCLOSURE STATEMENT

O. OTHER REQUIRED SUBMITTALS/EXHIBITS NOT INCLUDED ABOVE THAT ARE REQUIRED IN THE BID RESPONSE:

☐ Exhibit A, Acknowledgement, must be signed and returned.
☐ Exhibit E, SLEB Certification Application Package, completed, signed, required documentation attached (applicable to a small or emerging business, located within the boundaries of Alameda County, seeking certification).
☐ Exhibit F, Small Local Emerging Business (SLEB) Subcontracting Information Sheet, must be completed and signed.
☐ Exhibit G, Request for Preference for Local Business and Small Local or Emerging Local Business, completed and signed (read Exhibit G for applicability). If applying for local preference, submit the following:
  ☐ Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  ☐ Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.
☐ Exhibit H, First Source Agreement, must be completed and signed (applicable to contracts over $100,000).
☐ Exhibit I, Exceptions, Clarifications and Amendments Form, must be completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Standard Agreement (The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).
THIS SECTION INTENTIONALLY OMITTED.
FULL SERVICE PARTNERSHIP SERVICE DELIVERY MODEL

Full Service Partnerships (FSP) are designed as a partnership between enrollees and the service provider. The FSP service delivery ethic incorporates recovery and cultural competence into the services and supports offered to consumers. In this partnership, the service provider commits to do “whatever it takes” and to “meet the client where they are” in order to assist the enrollee achieve their personal recovery/resiliency and wellness goals.

1. The Target Population is consistent with the population identified in the Alameda County Behavioral Health Care Services MHSA Community Planning Process

The target population must meet requirements for SMI/SED diagnosis; and must address reduction of specific ethnic disparities, as indicated in the MHSA Community Services and Supports proposal on which the RFP is based.

The target population will include individuals who are not currently served and meet one or more of the following criteria:
- Homeless
- At risk of homelessness – such as youth aging out of foster care or persons coming out of jail
- Involved in the criminal justice system (including adults with child protection issues)
- Frequent users of hospital and emergency room services

or are so underserved that they are at risk of:
- Homelessness – such as persons living in institutions or nursing homes
- Criminal justice involvement
- Institutionalization

Diagnoses that serve as criteria for inclusion in the target population will be based on definitions found in 5600.3 California Welfare and Institutions code defining severe mental disorder. The operational definition of “diagnosis” for programs serving the chronically homeless may also include: co-occurring disorders, personality disorders, general anxiety/mood disorders, and Post Traumatic Stress Disorder).

2. FSP Program Components:

All MHSA FSP Programs must include the following in their program descriptions

- Providers who are part of the multidisciplinary, community based “treatment” teams serve as an ally to the consumer’s recovery process. The partnership allows clients and family members opportunities for informed choice
  - The team description must demonstrate commitment and capacity to do “whatever it takes” to assist the enrolled member, specifically:
    - Low staff to client ratio (approximately 1:12; or the ratio that has been specified in the RFP’s statement of work)
    - 24/7 availability of the multidisciplinary team;
Team culture is created where each member of the team knows each client and the clients are familiar with each member of the team.

Members of the team speak the client’s language, are familiar with community resources that reflect the healing beliefs of the client’s culture, and are positioned to assist the client make meaningful connection with those resources.

Crisis response comes from a person known to the client.

Staff is given the administrative flexibility and flex-funding to connect consumers with non-mental health services and same day needs. Examples include: Housing; Primary Care; Dual Disorder Services, Education Services and Supports; Vocational services and supports; Payee services/benefits advocacy; Community recreational activities (YMCA classes, libraries, movie theaters); Social Services, Food, Transportation, and Clothing.

Availability of Integrated Dual Diagnosis Treatment or other dual recovery intervention that will provide effective treatment for the target population.

- **Outreach and engagement.** The team’s outreach and engagement strategy must be voluntary and driven by the values of client culture. This means that consumers will be engaged “where they are” in terms of their community location, their need for clinical and non-clinical services/supports and their phase of recovery. Outreach workers will have culturally competent language skills and will function as an ally to the consumer’s decision to receive services. Peer Support will be included in the outreach and engagement of new clients.

- **Procedures for enrollment and dis-enrollment will be easily understood, clearly communicated and non-coercive.** Enrollment is voluntary. A condition of enrollment is that the client indicates that they want services from the assertive-community treatment model team.

- **Each adult, older adult, and transition age youth enrollee must have a Personal Service Coordinator (PSC).** The PSC is an ally to the enrollee and acts as a “single point of responsibility” within the multidisciplinary team for coordinating services and supports. “Personal Service Coordinators (PSCs) for adults – case managers for children and youth – must have a caseload that is low enough so that: (1) their availability to the individual and family is appropriate to their service needs, (2) they are able to provide intensive services and supports when needed, and (3) they can give the individual served and/or family member considerable personal attention... PSCs/case managers must be culturally competent, and know the community resources of the client’s racial ethnic community.” (Source: DMH Planning Requirements, Section III Identifying Populations for Full Service Partnerships, Aug 2005)

- **Each enrollee must have an Integrated Services and Supports Plan that is developed with their Personal Services Coordinator.** This ISSP is a planning tool that builds on the consumer’s strengths. It includes goals and provides a map of the steps that the enrollee identifies as necessary to move along his/her recovery path. “Integrated Services and Supports Plans must operationalize the five fundamental concepts (identified listed in section three of this Exhibit) and should reflect community collaboration, be culturally competent, be client/family driven with a wellness/recovery/resiliency focus and they must provide an integrated service experience for the client/family. In addition, the ISSP will be person/child-centered, and give individuals and their families’ sufficient information to allow them to make informed choices about the services in which they participate. Services should also include linkage to, or provision of, all needed services or benefits as defined by the client and or family in consultation with the PSC/case manager. This includes the capability of increasing or decreasing service intensity as needed.” (Source: DMH Planning Requirements, Section III Identifying Populations for Full Service Partnerships, Aug 2005)

- **Peer support services will be made available to the client.** At least two staff (a minimum of 1 FTE) who act in peer support roles will be employed in each MHSA program.
The enrollee is given significant access to peer recovery and self-help services. Tools such as Advanced Directives are made available to adult and older adult clients, and Wellness Recovery Action Plans (WRAP) are made available to adult, transition age youth and older adult clients.

Peer Counselors are included as equal partners in the multidisciplinary team, and play a critical role in developing the recovery culture and client orientation of the team.

3. The Five (5) Core MHSA Concepts are embedded in each program

**Concept 1: Recovery/resiliency orientation:**
FSPs will embody the values of recovery and resiliency (i.e., hope, personal responsibility, self-advocacy, choice, respect) and the program principles of recovery and resiliency, including:
- Client-driven goal setting and Individualized Services and Supports Plans
- Providers are allies to the client’s recovery process.
- A harm-reduction approach to substance abuse that encourages recovery and abstinence but does not penalize consumers or withdraw help from them if they are using.
- A built in understanding and expectation of setbacks as part of recovery.
- Links to a range of services that are part of the consumers “pathway to wellness” (i.e., employment, health care, peer support, housing, medications, food and clothing)

FSPs will collaborate with the MHSA Family Education Center which makes support services available to family members and the MHSA Wellness Recovery Resource Hub which makes wellness recovery training and technical assistance available to FSP staff.

**Concept 2: Cultural Competence Orientation:** The program’s structure, staffing and service delivery values will reflect the cultural values and orientation of the program’s target populations.

The FSP program will embody principals of cultural competence including:
- Diverse staff, representative of the primary ethnic groups to be reached through the program
- Staff trained regarding common access barriers for racial and ethnic groups targeted (including the impact of housing discrimination)
- Links to community-based organizations that share the healing beliefs and practices of ethnic communities served by the FSP.

The FSP program must also be able to deal with gender and sexual orientation diversity. Training in sensitivity to gender and sexuality issues is a key component for staff on the Team.

**Concept 3: Community Collaboration:** FSP Collaborations ensure that community resources are made available to enrollees. These collaborations include subcontracts between the vendor and other agencies, memoranda of understanding with community non-profits and businesses regarding providing services to clients, and informal relationships built between FSP staff and community stakeholders that result in improved access and decreased discrimination.

**Concept 4: Client/Family Driven program:** In FSPs, the Integrated Services and Supports Plan (ISSP) is used by adult clients and families of children and youth to identify their needs and preferences which lead to the services and supports that will be most effective for them. Providers work in full partnership with clients to develop these ISSPs. Their needs and preferences drive the policy and financing decisions that affect them.

**Concept 5: Integrated Service Experience:** FSP programs were incorporated into the MHSA to ensure that these dollars funded “integrated service experiences.” This means that services are “seamless” to clients and that clients do not have to negotiate multiple agencies and funding
sources to get critical needs met and to move towards recovery and develop resiliency. Services are delivered, or at a minimum, coordinated through a single agency or a system of care. The integrated service experience centers on the individual/family, uses a strength-based approach, and includes multi-agency programs and joint planning to best address the individual/family’s needs using the full range of community-based treatment, case management, and interagency system components required by children/transition age youth/adults/older adults.