A picture containing logo

Description automatically generatedCOUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. HCSA-901323

**for**

Street Health Services for Unsheltered Homeless Individuals

|  |  |
| --- | --- |
| **Bidders Conference #1: June 20, 2023, 11 am**  Microsoft Teams meeting  Join on your computer or mobile app  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_N2M1YjNhZWItMTNlOS00ZjI1LWE5YjMtMWEwZDZiYzI3ZDVl%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22dac976c1-a6d4-448d-a3d6-8c46c17d6854%22%7d)  Meeting ID: 220 637 198 166  Passcode: nE9tK8  [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)  **Or call in (audio only)**  [+1 415-915-3950,,684310594#](tel:+14159153950,,684310594# )   United States, San Francisco  Phone Conference ID: 684 310 594#  [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=684310594) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing) | **Bidders Conference #2: June 21, 2023, 1 pm**  Microsoft Teams meeting  Join on your computer, mobile app or room device  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjI0NGNiYjItZGRmZC00NjRlLWE0YzMtZGI1OTE4MDMzY2Fk%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22dac976c1-a6d4-448d-a3d6-8c46c17d6854%22%7d)  Meeting ID: 282 973 523 48  Passcode: X22utK  [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)  **Or call in (audio only)**  [+1 415-915-3950,,519996387#](tel:+14159153950,,519996387# )   United States, San Francisco  Phone Conference ID: 519 996 387#  [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=519996387) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing) |
| **For complete information regarding this project, see RFP posted at** [**http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp**](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) **or contact the County representative listed below. Thank you for your interest!**  **Contact Person: Mona Palacios**  **Phone Number: (510) 520-8200**  **E-mail Address:** [**Mona.Palacios@acgov.org**](mailto:Mona.Palacios@acgov.org) | |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**JULY 25, 2023**

at

**Alameda County, Health Care Services Agency**

**1000 San Leandro Blvd, Suite 300, San Leandro, CA 94577**

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# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. HCSA-901323

STREET HEALTH SERVICES FOR UNSHELTERED HOMELESS INDIVIDUALS

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **June 6, 2023** |
| **Networking/Bidders Conference #1** | **June 20, 2023, 11:00 am (PST)**  ***TO ATTEND ONLINE:***  Microsoft Teams meeting  Join on your computer, mobile app or room device  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_N2M1YjNhZWItMTNlOS00ZjI1LWE5YjMtMWEwZDZiYzI3ZDVl%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22dac976c1-a6d4-448d-a3d6-8c46c17d6854%22%7d)  Meeting ID: 220 637 198 166  Passcode: nE9tK8  [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)  **Or call in (audio only)**  [+1 415-915-3950,,684310594#](tel:+14159153950,,684310594# )   United States, San Francisco  Phone Conference ID: 684 310 594#  [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=684310594) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing) |
| **Networking/Bidders Conference #2** | **June 21, 2023, 1:00 pm (PST)**  ***TO ATTEND ONLINE:***  Microsoft Teams meeting  Join on your computer, mobile app or room device  [**Click here to join the meeting**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjI0NGNiYjItZGRmZC00NjRlLWE0YzMtZGI1OTE4MDMzY2Fk%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22dac976c1-a6d4-448d-a3d6-8c46c17d6854%22%7d)  Meeting ID: 282 973 523 48  Passcode: X22utK  [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)  **Or call in (audio only)**  [+1 415-915-3950,,519996387#](tel:+14159153950,,519996387# )   United States, San Francisco  Phone Conference ID: 519 996 387#  [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=519996387) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing) |
| **Written Questions Due via Email:**  **mona.palacios@acgov.org** | **June 21, 2023, by 5:00 p.m. (PST)** |
| **List of Attendees** | **June 23, 2023** |
| **Questions & Answers Issued** | **July 7, 2023** |
| **Addendum Issued** [only if necessary to amend RFP] | **July 7, 2023** |
| **Response Due** | **July 25, 2023, by 2:00 p.m. (PST)** |
| **Evaluation Period** | **July 25 – August 28, 2023** |
| **Notice of Intent to Award Issued** | **September 1, 2023** |
| **Board Consideration Award Date** | **November 28, 2023** |
| **Contract Start Date** | **January 1, 2024** |

***NOTE: All dates are tentative and subject to change.***

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. HCSA - 901323

SPECIFICATIONS, TERMS & CONDITIONS

for

STREET HEALTH SERVICES FOR UNSHELTERED HOMELESS INDIVIDUALS

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exhibits

EXHIBIT A BID RESPONSE PACKET

EXHIBIT B DEBARMENT AND SUSPENSION

EXHIBIT C CERTIFICATE INSURANCE REQUIREMENTS

EXHIBIT D FEDERAL PROVISIONS

EXHIBIT E UNIFORM DATA SYSTEM (UDS) REPORTING REQUIREMENTS AND DEFINITIONS

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to seek proposals from qualified Bidders for the provision of Street Health services to unsheltered homeless Alameda County residents. Qualified bidders shall demonstrate capacity and readiness to provide street-based medical care, including [CalAIM Enhanced Care Management](https://www.dhcs.ca.gov/Pages/ECMandILOS.aspx). Street Health services shall include the following: street outreach, engagement and building rapport, medical and behavioral health care and triage, limited medication services, coordinated entry housing services, case management, referrals to specialty care, dental and eye services.

The County intends to award pool/multi-award 18-month contracts (with options to renew for an additional 42 months, for a total of 5 years) to the Bidder(s) selected as the most responsible Bidder(s) whose response(s) conforms to the RFP and meets the County’s requirements. The per zone contract amount is not to exceed $375,000: this includes $160,000 for the first six (6) months and $215,000 for the next twelve (12) months. The rate is higher for the first six months to support start-up costs. It is anticipated that contract amounts may decrease further over time as Bidder reimbursement through Medi-Cal stabilizes; however, there will be a revenue assessment after the first nine months of the program to inform future contracting.

One-time funds may become available for the purchase or upgrade of a vehicle to support Street Health services. Bidders should be aware that these funds may be made available after initial contract negotiations but should not include them as part of their proposal.

Street Health Services are currently provided in fourteen zones across Alameda County, with service areas informed by the density of homelessness by Census tract. Bidders may apply for more than one zone in their bid response; however, bid responses will be evaluated for each zone separately, and there are distinct submission requirements for bidders to include for *every* zone being bid upon in the proposal to demonstrate capacity and experience. The specific zones/geographies are defined in [Section I.C., SCOPE](#_SCOPE).Specific documentation requirements are described in Section I.E., SPECIFIC REQUIREMENTS, in addition to Exhibit A, Bid Response Packet.

## BACKGROUND

The number of Alameda County residents who are homeless and unsheltered has dramatically increased over the past six years.[[1]](#footnote-2) Based on Alameda County’s most recent Point in Time (PIT) Count of people experiencing homelessness (2022), it was estimated there were approximately 9,747 Alameda County residents who were homeless on a given night in 2022, 73 percent of whom were unsheltered and living on the streets . **Based upon PIT Count data, the County’s total homeless population increased by approximately 73% from 2017 (*5,629*) to 2022 (*9,747*).**

Living on the street or in areas not intended for human habitation increases risk of premature illness and death. Conditions commonly associated with a lack of shelter include respiratory infections, heat and cold-related illness, acute trauma (lacerations) and chronic wounds (e.g., cellulitis, abscesses), skin and foot problems, and nutritional deficiencies. Communicable diseases can include COVID-19, scabies, flu, Hepatitis A, B, C, and whooping cough. These communicable diseases pose risks to entire communities of people who live in encampments as well as to the wider public. Furthermore, homeless populations disproportionately bear significant burden of trauma, mental illness, substance use disorders, and chronic disease compared to housed populations.

Barriers to health care compromise daily survival for people who are homeless. Barriers include bureaucracy, transportation, cost, and discrimination. Street Health reduces these barriers by bringing services directly to unsheltered individuals where they live and establishing linkages back to medical providers for ongoing care when needed. Street Health provides low-barrier medical and behavioral health care and care coordination to Alameda County residents while preserving the dignity and humanity of those served.

Street Health teams operating in 14 zones were previously funded entirely through contracts with Health Care for the Homeless. Starting in January 2024, street health services will be funded through a combination of contracts with: 1) Alameda County (funding awarded through this request for proposal); 2) the California Department of Health Care Services (funding eligible services for Medi-Cal fee for service beneficiaries); and 3) Alameda Alliance for Health (funding eligible services for Alameda Alliance members).

## SCOPE

The successful Bidder(s) will provide medical and behavioral health screening, care and care coordination services for unsheltered, homeless Alameda County residents. “Unsheltered” residents (referring specifically to homeless residents who are living in places not meant for human habitation) shall be prioritized for services. The goal of Street Health is to remove barriers to health services for Alameda County residents who would not otherwise access services due to the competing pressures of daily survival, distrust of the health care system, stigma associated with being homeless, and bureaucratic and transportation navigation challenges.

Pursuant to this RFP, awarded contractors shall operate a Street Health Team in each of the zones being bid for, which will work in conjunction with a primary care clinic within Alameda County. These teams shall perform a variety of services to unsheltered residents of Alameda County, including outreach and engagement services, assessment, medical and health services, and coordination with Housing Resource Centers (HRCs) and health resources as prescribed by Alameda County Health Care for the Homeless (ACHCH). Team staffing requirements are described in Section I.E., SPECIFIC REQUIREMENTS.

* + 1. **Key Geographical Service Areas:**

Due to the large geographical size of Alameda County, the ACHCH program is seeking Bidder(s) who can serve at least one of the fourteen (14) key geographical zones with services for Alameda County residents who are unsheltered and homeless. Bidders must designate which zones they are bidding on (bidders may bid for more than one zone); bidders will receive separate scores for each zone, and each zone will be evaluated against other bid responses for that specific zone.

The following Table includes the fourteen (14) distinct Street Health zones, as well as the number of unsheltered individuals by zone according to the 2022 PIT Count.

|  |  |  |  |
| --- | --- | --- | --- |
| **Zone** |  | **Region** | **Unsheltered Totals by Zone (PITC)** |
| 1 |  | **East County: Tri Valley cities, and parts of Unincorporated County** | 267 |
| 2 |  | **South County: Fremont and Newark** | 445 |
| 3 |  | **Hayward, Union City, and parts of Unincorporated County** | 399 |
| 4 |  | **Unincorporated County and parts of Hayward** | 397 |
| 5 |  | **San Leandro and Alameda** | 458 |
| 6 |  | **Oakland** | 496 |
| 7 |  | **Oakland** | 488 |
| 8 |  | **Oakland** | 423 |
| 9 |  | **Oakland** | 501 |
| 10 |  | **Oakland** | 488 |
| 11 |  | **Oakland** | 487 |
| 12 |  | **West Oakland, Emeryville** | 436 |
| 13 |  | **Berkeley, North Oakland** | 497 |
| 14 |  | **Berkeley, Albany** | 486 |

An online, interactive version of the fourteen Street Health zones can be accessed online at the following URL:

[**https://www.google.com/maps/d/edit?mid=1vA3PCKMf2uCdzBQO0JQZkc9m8VTOvwYt**](https://www.google.com/maps/d/edit?mid=1vA3PCKMf2uCdzBQO0JQZkc9m8VTOvwYt)

These fourteen zones are represented in the following graphic. Bidder(s) shall work with ACHCH to coordinate Street Health activities with other efforts in the respective regions including Housing Resource Centers (HRCs), city funded homeless outreach providers and Alameda County Behavioral Health (ACBH) outreach throughout the County.

A map of the alameda county

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* + 1. **Service Delivery Approach**

Street Health services are voluntary, meaning that individuals may choose to engage or not engage. Street Health Teams assess where individuals fall on the Stages of Change continuum (pre-contemplation, contemplation, preparation, action, maintenance, and termination) when it comes to willingness to participate in services. Some people will engage immediately; others will require repeated interactions; and others will never engage. A non-judgmental, trauma-informed approach is necessary given the high prevalence of trauma in unsheltered populations.

Bidders shall build trust and rapport with unsheltered homeless individuals (e.g., outreaching in a welcoming and professional manner, working with informal encampment leaders). Where appropriate and patients are eligible, bidders will offer enrollment in [**Enhanced Care Management** (ECM),](https://www.dhcs.ca.gov/Documents/MCQMD/ECM-Policy-Guide.pdf) which provides systematic coordination of services and comprehensive care management that is community based, interdisciplinary, high touch and person centered. ECM is a defined Medi-Cal benefit and is also a core service component of the Street Health model available to all Street Health patients.

Street Health staff shall meet in daily huddles to share information, discuss cases, and to coordinate workflows prior to delivering services. Awarded bidders will provide the following Street Health services to patients:

1. **Street Outreach and Engagement:**
2. Build patient trust on community and individual levels through respect, reliability, and credibility.
3. Attend to basic needs such as distributing necessities and supplies (e.g., hygiene kits).
4. Provide problem-solving support (e.g., identifying a place for a warm breakfast, arrange pet care during appointments).
5. Provide health education and information about health and community services.
6. Develop rapport in order to enroll patients in Medi-Cal and help them connect to eligible benefits and services.
7. Assist patients in applying and enrolling in Medi-Cal and/or other programs and benefits they may be eligible for (e.g. CalFresh, CalWORKS, etc.).
8. Medi-Cal and HealthPAC enrollment and renewal assistance, and assistance with other public benefits for which the patient may be eligible.
9. **Medical Services:**
   * + 1. Medical assessments and brief psychosocial assessments and triage.
       2. Diagnosis and treatment of conditions commonly associated with being homeless, e.g., respiratory infections, heat, and cold-related illness, wound care, skin, and foot problems, nutritional deficiencies.
       3. Vaccinations (e.g., COVID-19, flu, Hepatitis A, B, Tdap); arranging for or providing screenings (e.g., HIV, Hepatitis C).
       4. Troubleshooting pharmacy related barriers, such as regularly picking up medications.
       5. Provision of Medication Assisted Treatment (MAT) for substance use disorders including management of buprenorphine treatment and linkage to Substance User Disorder (SUD) services.
       6. Contractor shall accept patients at Contractor’s brick-and-mortar clinic in a timely manner. Clinic will be prepared to treat conditions of particular concern to people experiencing homeless, such as HIV, Hepatitis C; and MAT (i.e., buprenorphine) for Opioid Use Disorder. Timely access is defined in accordance with the State of California’s timely access to care standards (<https://www.dmhc.ca.gov/HealthCareinCalifornia/YourHealthCareRights/TimelyAccesstoCare.aspx>).
       7. Contractor shall provide medical supplies, limited laboratory and medication dispensing services as part of the Street Health program.
10. **Care Management:** 
    * + 1. Develop and maintain a Care Plan in collaboration with the patient, tracking and monitoring progress through engagement with the Street Health team.
        2. Utilize available resources to identify, track and monitor patient transitions including institutionalization, hospitalization, etc. and proactively engage with patients to support their reentry into the community.
        3. Support with selecting a provider of the patient’s choice or re-engaging in care at an assigned clinic, and problem-solving around reasons for not connecting with an assigned medical home, including assisting with clinic paperwork and transportation support, as needed, during the transition period.
        4. Basic needs assessment, triage, and referral to the appropriate level of care (e.g., brick-and-mortar primary care, urgent care, specialty care and dental clinics, emergency departments).
        5. Identify and refer patients to eligible supportive services, including but not limited to Medi-Cal Community Supports (e.g., housing navigation, recuperative care, sobering center, etc.).
        6. Provide problem-solving support (e.g., identifying a place for a warm breakfast, arrange pet care during appointments, etc.).
        7. Provide health education and information about health and community services.
        8. Linkage to benefits advocacy.
        9. Crisis assistance and brief behavioral health interventions (e.g., Motivational Interviewing, Problem Solving Therapy).
        10. Identify and engage, with patient’s consent, the patient’s support network as part of their care team, in compliance with privacy laws.
        11. Harm reduction strategies for Sexually Transmitted Infection (STI) prevention and Substance Use Disorders (SUD), including Naloxone (Narcan) distribution.
        12. Coordinate with Alameda County Behavioral Health (ACBH) outreach teams and ACCESS to support patients who need to connect to specialty mental health and SUD treatment services.
11. **Housing Services:**
    * + 1. Provide housing problem-solving and complete and/or update as needed the Homeless Management Information System (HMIS) Release of Information, Patient Profile, and Coordination Entry (CE) assessment(s) for all Street Health patients, in ‘real time’ (within 24 hours).
        2. Complete monthly CE Current Living Situation Assessments in HMIS to keep Street Health patients active within the CE system.
        3. Ensure that 100% of Street Health patients are entered/”enrolled” into HMIS with up-to-date patient profiles.
        4. Assist patients with gathering identification documents required for securing housing if there is no assigned Housing Community Supports Housing Navigator; many documents are already on file with health care providers for the purposes of Medi-Cal and public benefits enrollment. Contractor shall coordinate with regional Housing Resource Centers (HRCs) to gather patient documentation required for Permanent Supportive Housing.
        5. Coordinate with regional Housing Resource Centers, including attending the “By-Name lists” case conferences regularly to ensure coordination of care to support patients in obtaining housing.
        6. Coordinate with participating agencies on AB 210, which permits multi-disciplinary teams using County protocol to share and exchange information that expedites linkage of individuals and families to housing and services.
      1. **Program Goals**

Contractor shall provide street health services to accomplish the following goals:

* + 1. Remove barriers to health services for homeless Alameda County residents who would not otherwise access services due to the competing pressures of daily survival, distrust of the health care system, stigma associated with being homeless, and bureaucratic and transportation challenges. This includes connection to benefits such as Medi-Cal and HealthPAC as well as services within those programs such as ECM and Community Supports.
    2. Prevent deterioration of physical and behavioral health status.
    3. Appropriate and timely utilization of emergency, inpatient, and crisis health care services.
    4. Housing stability through partnerships and collaborations with other community-based organizations.
    5. Increased income through benefits enrollment and support of disability cases through adequate and timely medical documentation, which details patients’ functional impairments.

## **BIDDER QUALIFICATIONS**

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

* + 1. Bidder shall be regularly and continuously engaged in the business of providing medical, behavioral health, and case management services to unsheltered homeless populations for at least 5 years.
    2. Bidder shall operate at least one primary care clinic in Alameda County that is licensed under the State of California.
    3. Bidder shall possess all permits, licenses, and professional credentials necessary to provide services under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, or published Questions and Answers, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.
    4. Bidder shall include attestation of organizational willingness to enter a contract with Alameda Alliance for Health, to affirm the bidder’s relationship and ability to bill for services provided to managed care members who are homeless individuals residing in Alameda County, upon potential award of a contract pursuant to this RFP.
    5. Bidder shall demonstrate ability to provide and bill Alameda Alliance for Health for Street Health services provided to managed care members **by** **January 1, 2024**, including, but not limited to:
       1. Demonstrated ability to enter into a contract with Alameda Alliance for Health for Street Health services;
       2. Ability to meet Enhanced Care Management (ECM) documentation requirements; and
       3. Demonstrated ability to check eligibility status and bill ECM and clinical services for managed care members.
    6. Bidder must have or demonstrate the ability to hire bilingual staff or at a minimum provide translation services, either directly or through a third party, to serve English, Spanish, Vietnamese, Cantonese, Mandarin, Mam, Pashto, Korean, Arabic, Tagalog, Farsi, and Dari speaking program participants.

Bidders must **explicitly** demonstrate how they meet the minimum qualifications listed above in their bid. Prime Bidders may propose subcontractors in the bid response as part of the proposed scope of services; subcontractors are subject to County approval if the Prime Bidder is awarded a contract. Prime Bidders must meet the Bidder Minimum Qualifications to be considered for contract award.

## **SPECIFIC REQUIREMENTS**

The successful Bidder(s) shall meet the above-mentioned minimum qualifications and shall also meet the following specific service model requirements during the contract term, regardless of the zone(s) included in the Bidder’s proposed services:

* + 1. Requirements for Bidders Proposing Services for Multiple Zones

**If bidding to perform services in more than one zone/geography, bidders shall submit a single** Letter of Transmittal; and **must address each zone/geography by including a** **separate response per zone for each of the following Bid Response Packet sections**:

1) Description of Proposed Services (including Implementation and Plan Schedule), for each zone/geography that is being bid upon;

2) Budget Form & Budget Narrative, for each zone/geography that is being bid upon; and

3) Bidder Qualifications, for each zone/geography that is being bid upon.

Bidders are responsible for ensuring that they have included in their Bid Response all required documentation and submittals for each bid zone/geography, as outlined in the Bid Response Packet. The County reserves the right to award contract for only one project (zone/geography) to the successful Bidder(s). Failure to submit all required documentation and submittals for each bid Zone/geography in a Bid Response, if bidding upon multiple zones/geographies, may result in disqualification from moving forward in the evaluation process for each respective zone/geography.

* + 1. Hours of Operation / Scheduling

Hours of operation shall be determined and mutually approved by the Contractor and Health Care Services Agency (HCSA). Contractor shall maintain the following minimum hours of operation:

* + - 1. Field-based hours of operation (**minimum 20 hours**). Contractor shall create a monthly outreach schedule, with the team visiting encampments on the same day(s) and time range to foster engagement and ensure consistency of service delivery model/schedule. Times at encampments/locations will be determined based on encampment/location size and needs; frequency per location will generally begin with twice a week and will taper off over time as needs are met. The team shall arrive at sites per the schedule and work to address weather and other related factors to prevent cancellations.
      2. Hours may fall outside of regular business hours to meet the needs of the population in the geographic area. Contractors may occasionally offer flexible hours based on the needs of the community.
    1. Scheduling and Frequency of Visits, Ability to Track Data and Outcomes

Successful Bidders shall track data and outcomes for the purpose of reporting and for continuous quality improvement of services.

Bidders shall have consistent, scheduled visits at designated locations. Bidders shall possess the capacity to have flexible hours based on the needs of the community; hours may fall outside of regular business hours to meet the needs of the population in the geographic area.

* + 1. Individual Patient Scheduling

Bidders shall provide patient centered, trauma informed services to support patients ongoing engagement in care. To ensure consistent and predictable access to care, appointments shall be scheduled, as clinically indicated, for patients in street settings. In addition, based on the clinical needs of patients, appointments may take place in an office setting.

* + 1. Geographic Area and Service Locations

Bidders’ Street Health Team(s) shall tailor its selection of outreach settings to the needs of the population of the geographic area. Services may be offered at encampments, streets, cars, parks, shelters, libraries, bus stations, and public buildings, etc. with the objective of developing a relationship of trust with Alameda County residents who are unsheltered and homeless.

In higher density areas of Alameda County, Street Health Teams shall conduct most work at homeless encampments where high densities of unsheltered people reside. In low density areas, unsheltered homeless individuals are more dispersed and there are fewer encampments. A Street Health Team shall maximize its service reach by outreaching at encampments in combination with outreaching at homeless shelters and homeless-serving organizations.

As part of its service delivery rationale, Bidders should provide data and other local information on the geographic locations of homeless populations to be served. Selected Bidders shall collaborate with the County to adjust service locations within the geographic area based on the dynamic movement of the service population within each zone.

* + 1. Understanding of the Service Population

The service population for this RFP is unsheltered, homeless Alameda County residents. The term “unsheltered” refers to people who are residing in places not meant for human habitation.

Bidders shall effectively reach unsheltered homeless individuals and more specifically, identify those with medical and mental health conditions and substance use disorders (SUD). The successful Bidder shall exercise familiarity with street culture, and utilize the cultural competency required to successfully serve the priority population in regard to race/ethnicity, language, gender, sexual orientation and expression, and patients’ experiences with and perceptions of the health care system.

* + 1. Number of People to be Served

Bidders shall achieve both breadth and depth in their outreach efforts, including estimated monthly numerical targets of people served.

* *Breadth* – Street Health Teams are expected to conduct strategic outreach and engagement activities built on consistently scheduled site visits. Staff can expect to work with 100-150 patients, at any given time, to provide “light touch” outreach to build relationships and trust by helping to address basic needs first, i.e., providing hygiene kits, food, overdose prevention, public benefits. Bidders may refer to the “Outreach” column of Alameda County’s Housing Solutions for Health’s REAL BASIC framework for guidance on overall outreach approach and philosophy; Bidders should refer to this document which, has been posted alongside this RFP on the [GSA Contracting Opportunities website](https://acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp).
* *Depth* – As a result of outreach, staff are expected to work with patients to achieve a meaningful connection with a longer-term provider, e.g., assigned primary care medical home or health home selected by the patient, and enrollment in Enhanced Care Management (ECM). Staff are also expected to identify a subset of homeless individuals whose health conditions warrant more intensive support from a multi-disciplinary team, and may refer to ACBH Service Teams, ACBH Full-Service Partnerships, and residential SUD program. Additionally, the care team will have a caseload of up to 50 people at any one time.
  + 1. Staffing and Allocation of Staff Time Requirements

The Street Health Team model uses small multidisciplinary teams to conduct outreach and engagement, provide field-based health services and triage, and support linkage to office-based health services for ongoing follow-up. Teams shall be familiar with street culture and be prepared to work in a variety of scenarios.

Program services must adhere to the following staffing model:

* *Program Manager* at a minimum of 0.10 Full Time Equivalent (FTE);
* *Registered Nurse (RN) Care Manager* at a minimum of 1.0 FTE;
* *Case Manager* at a minimum of 1.0 FTE;
* *Community Health Outreach Worker (CHOW)* at a minimum of 1.0 FTE; and
* *Nurse Practitioners (NPs), Physician Assistants (PAs), Doctor of Osteopathic Medicine (DOs) or Medical Doctors (MDs)* at a minimum of 0.3 FTE

*The Program Manager* will oversee contract management and reporting, producing both patient-level data and evaluation outcome reports, and support the Team to track outcomes. Specific requirements of the Program Manager role may be found in [Section II.Q., PROGRAM MANAGER / SUPPORT STAFF](#_PROGRAM_MANAGER_/).

*The RN Care Manager* will provide medical care in the context of a variety of clinical scenarios, including medical assessments, wound care and skin assessments, vaccinations (e.g., flu, Hepatitis A), treatment of respiratory illnesses, and caring for patients with active substance use disorders. The RN Care Manager will work with providers and negotiate with pharmacies on behalf of patients.

*The Case Manager* will conduct basic needs screening and behavioral health assessments, develop a patient centered care plan, provide brief interventions, triage and support patient with access and care coordination of primary care, housing, mental health and substance use treatment systems.

*The Community Health Outreach Worker (CHOW)* shall conduct basic needs screenings, health education and harm reduction including Naloxone trainings, assist individuals with applying for Medi-Cal and public benefits, serving as Housing Resource center outreach to complete Coordinated Entry (CE) services including housing problem solving, crisis assessments, housing assessments, housing applications, assist patients with follow-up appointments at the Bidder’s clinic, or if patient is assigned to another medical homes, assisting the patient to access the assigned medical home.

*The Nurse Practitioners (NPs), Physician Assistants (PAs), Doctor of Osteopathic Medicine (DOs) or Medical Doctors (MDs)* shall work to utilize the 0.3 FTE time allotment most effectively and efficiently. Responsible for providing:

* + - 1. Assessment, diagnosis, and treatment of health conditions to highly vulnerable individuals who are unable to make it to brick and mortar facilities and may benefit from targeted and time-limited assessment by a provider in the field.
      2. Consultation and telemedicine support to team.
      3. Technical support and training regarding medical treatment to the full-time Street Health team members.
      4. Support to the Street Health team to develop a protocol and workflow for triaging high-risk patients to limited provider time for targeted medical outreach.
      5. Whenever possible, works to ensure that care in the field is transitioned to brick and mortar facilities as soon as possible to ensure a permanent and thorough medical linkage.
      6. Champions field medical interventions that are particularly important to a population experiencing homelessness, including screening and treatment of Hepatitis C and HIV, as well ensuring ready availability of Medication-Assisted Treatment (e.g. buprenorphine).

Bidders shall have capacity to assign medical back-up (i.e., Bidders’ NPs, PAs, DO, MDs) for the RN when certain clinical scenarios arise. Bidders shall use the following guidelines to allocate Street Health Teams staff time:

* 60 percent in the field doing outreach, engagement, and providing services;
* 30 percent of staff time in the field working with patients who require more intensive care coordination for medical, mental health and substance use disorder conditions, and
* 10 percent on data tracking, learning community and administrative activities.

Services shall be provided by an organization with sound and appropriate business operations in terms of capacity, infrastructure, staffing, and hiring. Appropriate infrastructure includes:

* Plan for training, supervising and supporting staff;
* Organizational capacity to provide Street Health services in the field;
* Organizational capacity to enter and track service data
  + 1. Partnerships and Collaborations

Bidders shall collaborate with the regional Housing Resource Centers (HRCs) and other organizations to connect and re-connect patients to services. Examples of this could include coordinated site visits to encampments, schedule coordination, referral, and facilitation of warm hand-offs, identifying multiple methods for contacting the patient, identifying other contacts that may know the patient’s whereabouts, and identifying locations where the patient is likely to be found.

Alameda County Health Care for the Homeless shall support collaborations by sharing available information on scheduling and services among the Street Health Teams, the ACHCH mobile unit, and the HOPE mobile van. Additionally, ACHCH shall foster communication and information-sharing with Alameda County Behavioral Health (ACBH) Crisis Response teams and ACBH Full-Service Partnerships focused on homeless.

* + 1. Debarment/Suspension Policy

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov).

Bidders are to complete a Debarment and Suspension Certification form, Exhibit B attached, certifying bidder, its principal and their named and unnamed subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

* + 1. Funding-Related Requirements

The funding for services provided under this RFP include federal, state, and local, funds. Contract awards under this RFP shall be contingent upon the availability of funds for providing these services. Contractor(s) will be subject to comply with funding source reporting requirements and all other applicable requirements of the funding source, including without limitation the requirements under Exhibit D.

## **DELIVERABLES / REPORTS**

Bidder shall comply with any reporting and evaluation standards and agreements as set forth by HCSA staff. Bidder is required to provide data necessary to meet HCSA’s applicable financial and programmatic reporting requirements.

In addition, methodology for reporting performance standards shall include a Results Based Accountability (RBA) model. The County utilizes the Results Based Accountability (RBA) framework and Clear Impact performance software to track program performance. The Contractor is required to implement County RBA metrics.

Bidder shall provide, monthly:

* Contractor shall maintain an Excel tracking sheet (rolling outreach log) of at least 120 prospective-patients and patients, who were provided Street Health Services in the past 60 days, as documented through Uniform Data System (UDS) reporting, RBA metrics and other ACHCH required forms. Contractor will provide ACHCH with the previous month’s Street Health Excel tracking sheet by end of day on the fifth business day of each month, with updates provided every subsequent month.
* Contractor will provide ACHCH with a current ACHCH Street Health Outreach Calendar, which details site/service locations schedule, by end of day on the fifth business day of each month, with updates provided every subsequent month.
* Utilization Report: Monthly UDS utilization reports shall be due by the 15th day of the month following the end of the month. Please refer to Exhibit E for UDS requirements and an example utilization report.
* Contractor is required to enter RBA Measures in the County’s Clear Impact Software on a quarterly basis.

Contractors must use the Alameda County Homeless Management Information System (ACHMIS) as the system of record for all patients receiving Street Health services and program outcomes:

* + 1. The Street Health Program Manager shall serve as the dedicated point of contact (i.e., data lead) for data quality and reporting.
    2. Contractor shall provide real-time (within twenty-four hours) data entry of **all** patients served into the HMIS intake (ACHMIS Patient Profile) and project enrollment/exit, and services provided, as applicable.
    3. Ensure HMIS project correctly identifies the appropriate funding source (Homeless Housing, Assistance and Prevention (HHAP) to facilitate State-level reporting requirements.
    4. Contractor staff shall complete a status update assessment in HMIS any time a patient has a change in income, benefits enrollment, insurance enrollment, or employment.

Contractor shall provide any special or additional reports and documentation requested by County financial or program monitors. As ECM will be a required service component of Street Health, additional reporting requirements will be outlined by Alameda Alliance for Health in their contracting process.

## **BIDDERS CONFERENCE(S)**

* + 1. The Bidders Conference(s) held on the date(s) specified in the [Calendar of Events](#_CALENDAR_OF_EVENTS) will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) via the links within the Calendar of Events. Bidders may also opt to participate via phone (audio only) utilizing the dial-in information within the Calendar of Events.
    2. Information regarding the RFP will be presented during the conference(s). The same information will be presented at both conferences. To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
    3. Bidders Conference(s) will be held to:
       1. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
       2. Provide the County with an opportunity to receive feedback related to this RFP.
    4. The Bidders Conference(s) Attendees List will be released in a separate document.
    5. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
    6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Mona Palacios, RFP Lead

Alameda County, HCSA - Office of Homeless Care and Coordination

E-Mail: [mona.palacios@acgov.org](mailto:mona.palacios@acgov.org).

* + 1. Attendance at the Bidders Conference(s) is highly recommended but is not mandatory. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Evaluation by County Selection Committee:** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC).  The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
2. **Unrealistic Bids:** 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 may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.
3. **Price Discrepancy:** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
4. **Evaluation Criteria Descriptions:** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
5. **Evaluation Score:**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
6. **Reference Checks:** The County reserves the right to conduct a reference check on all Bidders who submitted a bid proposal. The CSC will then score the reference check, as identified in the Evaluation Criteria below and be included in the final score.
7. **Final Score**: The final maximum score for any procurement is 500 points. Proposals will be ranked by their final scores.
   1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the references score added will be the final score.
8. **Contact During Evaluation Process:** All contact during the evaluation phase must be through the RFP Lead only. Bidders must neither contact nor lobby evaluators during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
9. **Determining Award.** As a result of this RFP, the County intends to award (up to fourteen) contracts to the highest-ranked responsible Bidder(s) for each respective Street Health zone/geography, as determined by the combined weights of the Evaluation Criteria, whose response(s) conforms to the RFP, and whose bid(s) present(s) the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
10. The Zero to Five-point scale range, used to score bid responses according to the evaluation criteria, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **0** | Not Acceptable | Non-responsive, fails to meet RFP specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal. |
| **1** | Poor | Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP. |
| **2** | Fair | Has a reasonable probability of success; however, some objectives may not be met. |
| **3** | Average | Acceptable and likely to achieve all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC members. |
| **4** | Above Average / Good | Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations. |
| **5** | Excellent / Exceptional | Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications. |

1. The following Evaluation Criteria and their respective weights will be used by the County Selection Committee to score proposals. Each bid will be scored separately and compared to other bids under the same category described in Section B of this RFP.

|  | **Evaluation Criteria** | **Weight** |
| --- | --- | --- |
|  | **Completeness of Response**  Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder. | Pass/Fail |
|  | **Debarment and Suspension**  Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at [www.sam.gov/SAM](http://www.sam.gov/SAM). | Pass/Fail |
| **B.** | **Cost**  The *points for* ***Cost***will be computed by dividing the amount of the lowest responsive bid received by each Bidder’s total proposed cost. Cost evaluation points may be adjusted by considering:   * + 1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder’s effort to meet requirements and objectives?).     2. Realism (i.e., is the proposed cost appropriate to the nature of the services to be provided?).     3. Affordability (i.e., the ability of the County to finance the services described in the bid, including whether staff salaries reflect local costs of living), | 15 Points |
| **C.** | **Fiscal Capacity & Budget Form/Narrative**  The *points for* ***Fiscal Capacity & Budget Form/Narrative***will be evaluated against the RFP specifications, the instructions in [Exhibit A, BID RESPONSE PACKET](#_BID_RESPONSE_PACKET), and the questions/criteria below:   1. How well does the Bidder’s budget and accompanying narrative capture all activities and staff needed to meet the services requested? 2. How well has the Bidder demonstrated understanding of how the revenue sources specified in this RFP would be applied to program costs? 3. Has the Bidder effectively described and demonstrated the organization’s ability to bill Medi-Cal or Alameda Alliance for Health? 4. How well does the Bidder demonstrate its fiscal oversight abilities and capacity to bill for services provided? 5. How well does the Budget Narrative detail how Bidder arrived at calculations? | 15 Points |
| **D.** | **Relevant Experience**  Proposals will be evaluated considering the RFP specifications and the following questions:   1. Does the Bidder have the desired relevant experience to conduct the scope of work for each project being bid on, as outlined in [Section I.C., SCOPE](#_SCOPE)? 2. Does the Bidder demonstrate the capacity and readiness to provide Enhanced Care Management services and to contract with the Alameda Alliance for Health for related services? 3. How extensive is the Bidder’s experience in providing health and outreach services to homeless populations in Alameda County? 4. Does the Bidder have experience in providing services in and for diverse, ethnic, and cultural communities like those within the respective zone/geography? 5. Do the individuals assigned to the project have experience on similar projects; and/or do they possess relevant education and training to carry out duties as assigned to the scope of work? 6. How well does the Bidder demonstrate experience in leveraging collaboratives and partnerships in the provision of services to homeless individuals within Alameda County? 7. Does the Bidder have the necessary experience in the target zone/geography to provide the services requested in this RFP? 8. How well does the Bidder meet or surpass the requirements described in [Section I.D., BIDDER QUALIFICATIONS](#_BIDDER_QUALIFICATIONS) and [Section I.E., SPECIFIC REQUIREMENTS](#_SPECIFIC_REQUIREMENTS_1)? | 15 points |
| **E.** | **Understanding of the Project, including Implementation Plan and Schedule:**  Evaluation will include the likelihood that Bidder’s implementation plan and timeline are reasonable and will get the project to full implementation on or before January 1, 2024. Identification and planning for mitigation of risks that Bidder believes may adversely affect any portion of the County’s schedule may be considered.  Bids will be evaluated against the RFP specifications and the questions below:   1. How well has the Bidder demonstrated an understanding of the specific geography and target population for which they are proposing services? 2. Has the Bidder demonstrated that it understands the services, deliverables, and reports that the County expects it to provide, pursuant to the goals and requirements described in this RFP? 3. How well does the Bidder allocate staff and resources in alignment with the Staffing and Allocation of Staff Time requirements described in [Section I.E., SPECIFIC REQUIREMENTS](#_SPECIFIC_REQUIREMENTS_1)? 4. How thoughtful and relevant is Bidder’s plan to collect data to monitor the progress of the proposed services in accordance with the requirements of [Section I.F., DELIVERABLES / REPORTS](#_DELIVERABLES_/_REPORTS)? 5. Does the bid’s proposed implementation plan and schedule fit the County’s needs in a timely and responsible manner? 6. How well does the Bidder demonstrate that it understands the County’s schedule and can meet it in a timely and responsible manner? 7. How well has the Bidder identified pertinent issues and potential problems related to the project? 8. Does Bidder demonstrate the capacity to become an ECM provider for services starting January 1, 2024, including required ramp-up time with the Alameda Alliance for Health to be credentialed, complete site certification, and testing prior to January 1, 2024? | 1. Points |
| **F.** | **Description of Proposed Services, including Deliverables and Reports:**  Bids will be evaluated considering the RFP specifications, the ability to track data and outcomes, and the following questions:   1. How well does the bid address each of the following components of the services, as requested in RFP [Sections I.A., INTENT](#_INTENT) through [I.E., SPECIFIC REQUIREMENTS](#_SPECIFIC_REQUIREMENTS_1)? 2. Does the Bid meet or surpass the specifications for Street Health services to be provided, particularly the requirements of [Section I.C., SCOPE](#_SCOPE) and [Section I.E., SPECIFIC REQUIREMENTS](#_SPECIFIC_REQUIREMENTS_1)? 3. Is the Bidder’s description of proposed services and implementation plan effective, appropriate, and respondent to the specifications of this RFP for each respective Zone/Geography? 4. How well does the Bidder plan to leverage partnerships and coordination to enhance supportive services provided to individuals? 5. How thorough, thoughtful, and relevant is Bidder’s plan to collect data to monitor the progress of the proposed services in accordance with the technical documentation and reporting requirements of [Section I.F., DELIVERABLES / REPORTS](#_DELIVERABLES_/_REPORTS)? 6. How clear and well matched are the Bidder’s proposed services and measures to the program objectives? 7. How well has the Bidder anticipated potential problems related to the project and prepared to address them? | 35 Points |
| **G.** | **References (See Exhibit A – Bid Response Packet)** | Pass / Fail |

## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
    2. The County reserves the right to determine, at its sole discretion, whether:
       1. The Contractor has complied with all terms of this RFP and the contract; and
       2. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
    3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must be responsible for returning County facilities to their original state at no charge to the County.  The County will have the right to invite the next qualified Bidder(s) 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. The County’s right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by HCSA’s RFP Lead. The document providing this notification is the Notice of Intent to Award/Non-Award.

The Notice of Intent to Award/Non-Award will provide the following information:

* + - 1. The name(s) of the Bidder(s) being recommended for contract award; and
      2. The names of all other parties that submitted proposals.
    1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## Bid Protest / Appeals Process

HCSA 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 once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any bid protest by any Bidder regarding any other Bid must be submitted in writing to James Nguyen, HCSA Administrative Officer, 1000 San Leandro Blvd., Suite 300, San Leandro, CA 94577, Email: [James.Nguyen@acgov.org](mailto:James.Nguyen@acgov.org) **before 5:00 p.m. of the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder.** A Bid protest received after 5:00 p.m. is considered received as of the next calendar day.
       1. The bid protest must contain a complete statement of the reasons and facts for the protest.
       2. The protest must refer to the specific portions of all documents that form the basis for the protest.
       3. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
       4. The County Agency/Department will notify all Bidders of the protest as soon as possible.
    2. Upon receipt of the written protest, HCSA Director, or designee will review and evaluate the protest and issue a written decision. The HCSA Director may, at their discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing or HCSA award date.

The decision will be communicated by e-mail and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the HCSA Director in the Notice of Intent to Award/Non-Award will stand.

* + 1. The decision of the HCSA Director on the bid protest may be appealed to the Auditor-Controller’s Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the HCSA Director’s decision on the protest, and the protestor have the right to appeal if not satisfied with the HCSA Director’s decision. All appeals to the Auditor-Controller’s OCCR shall be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision by the HCSA Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the SEVENTH (7th) calendar day following the date of issuance of the decision by the HCSA Director shall not be considered under any circumstances by the HCSA Director or the Auditor-Controller OCCR.
       1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
       2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the bid or, where appropriate, County contracting policies or other laws and regulations.
       3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the HCSA Director. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the HCSA Director or department designee, and will determine whether to uphold or overturn the protest decision.
       4. The Auditor’s Office may overturn the results of a bid process for ethical violations by HCSA staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
       5. The decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
    2. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors or GSA.
    3. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder’s sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The contract term, which may be awarded pursuant to this RFP, will be eighteen (18) months.
    2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for up to an additional forty-two (42) months, for a total contract term of five (5) years.
    3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, services and/or providing of goods, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

## PRICING

* + 1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
    2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
    3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
    4. All prices quoted must be in United States dollars and “whole cent,” no cent fractions shall be used.
    5. Price quotes must include any and all payment incentives available to the County.
    6. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
    7. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

## AWARD

* + 1. Most Responsive and Responsible Bidder(s)
       1. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
       2. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
       3. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
    2. **Federal Contract Provisions:** Funds used for payment of contract(s) awarded from this procurement may be from, or subject to reimbursement, by state and/or federal funds. Some of these funding sources require additional contractual obligations. Bidder must agree to federal contracting terms and conditions, that supplement the County’s Standard Services Contract General Terms and Conditions which are attached as hereto as **Exhibit D, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISIONS.** The successful Bidder must meet federal requirements and agree to the terms including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.
    3. County Rights
       1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
       2. Any bid proposals that contain false or misleading information may be disqualified by the County.
       3. The County reserves the right to award to a single or multiple Contractors.
       4. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
       5. The County has the right to decline to award this contract or any part thereof for any reason.
    4. Procedures
       1. Board approval to award a contract is required.
       2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
       3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A – Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[**Alameda County Federal Standard Services Agreement Template**](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu)[<https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu>]

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s). As noted above, **Exhibit D, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISIONS,** will be part of the contract.

1. The RFP specifications, terms, conditions, 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.

## METHOD OF ORDERING

* + 1. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.
    2. Pos and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
    3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
    4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
    2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
    3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
    4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
    5. Contractor must utilize a standardized invoice format upon request.
    6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
    7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount.
    8. Contractors must use generally accepted accounting practices. Use as requested by the Patient Dept

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
    2. Contractor must also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
    3. Contractor must provide a dedicated, competent account manager who shall be responsible for the County account/contract and receive all orders. Contractor account manager shall be familiar with County requirements and standards and work with HCSA to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

1. HCSA is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through HCSA only. Any communication regarding this RFP with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
3. Contact information for this RFP:

**Mona Palacios, RFP Lead**

**Alameda County Health Care Services Agency**

**1000 San Leandro Blvd, Suite 300, San Leandro, CA 94577**

**E-Mail:** [**mona.palacios@acgov.org**](mailto:mona.palacios@acgov.org)

**Phone: (510) 520-8200**

1. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view the posting for this RFP and other current contracting opportunities.

## SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Health Care Services Agency of Alameda County BY 2:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS, PLEASE ALLOW TIME FOR METERED STREET PARKING OR 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. The Procurement department’s 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:

**Alameda County, Health Care Services Agency**

**RFP No. HCSA-901323**

**Attn: Mona Palacios**

**1000 San Leandro Blvd, Suite 300**

**San Leandro, CA 94577**

**Bidder’s name, return address, and the RFP number and title must also appear on the mailing package.**

**\*PLEASE NOTE that on the bid due date, a bid reception desk will be open between 9:00 a.m. – 2:00 p.m. and will be located on the third floor at 1000 San Leandro Blvd., Suite 300.**

1. Bidders are to submit one original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus three copies of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY.” All submittals should be printed on plan white paper and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred) and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

All signatures must be present in the electronic bid response (e.g., Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).

1. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
2. No email (electronic) or facsimile bids will be considered.
3. All costs required for the preparation and submission of a bid shall be borne by Bidder.
4. 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.
5. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
6. Each bid received will be entered into a log identifying each bidder. This record will be available to the public upon request.
7. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.
8. Legal Requirements
   * + 1. “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. 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”. (California Government Code Section 4552).
       2. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
       3. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
       4. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

## RESPONSE FORMAT

* + 1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
    2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
    3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure.  County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: [Alameda County Proprietary and Confidential Information Policies](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>] for more information.

### EXHIBIT A

**BID RESPONSE PACKET**

**RFP No. HCSA-901323**

**Street Health Services for Unsheltered Homeless Individuals**

To: The County of Alameda

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Official Name of Bidder)

* + **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS THREE COPIES AND ONE ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)**
  + **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
  + **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
  + **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
  + **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.**
  + **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
  + **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

**Date of Submission**

**Name of Bidding Organization**

**Primary Contact Name**

**Primary Contact Title**

**Address 1**

**Address 2**

**City, State Zip Code**

**Phone Number**

**Email Address**

### BID RESPONSE PACKET

RFP No. HCSA-901323

#### Street Health Services for Unsheltered Homeless Individuals

**Zones/Geographies included in this bid response:** *(Check the boxes corresponding to the Zones/Geographies that your organization is bidding for. Bidders must submit a* ***separate Budget Form, Budget Narrative, and Description Of Proposed Services for each zone/geography in their Bid Response*** *to be considered for evaluation for each respective zone/geography.)*

**Zone 1  Zone 8**

**Zone 2  Zone 9**

**Zone 3  Zone 10**

**Zone 4  Zone 11**

**Zone 5  Zone 12**

**Zone 6  Zone 13**

**Zone 7  Zone 14**

#### BIDDER INFORMATION

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Official Name of Bidder: | | |  | | | | |
| Street Address Line 1: | | |  | | | | |
| Street Address Line 2: | | |  | | | | |
| City: |  | | | State: |  | Zip Code: |  |
| Webpage: | |  | | | | | |

**Type of Entity / Organizational Structure (check one):**

Non-Profit  Housing Authority

State Government  Other (must describe): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Local Government

|  |  |
| --- | --- |
| Jurisdiction of Organizational Structure: |  |
| Date of Organizational Structure: |  |
| Employer or Federal Tax Identification Number: |  |
| Alameda County Supplier Identification Number (if applicable): |  |
| DIR Contractor Registration Number (if applicable): |  |

*Bidders applying as a 501c(3) non-profit organization must attach documentation confirming their status with the IRS.*

**Primary Contact Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name / Title: |  | | |
| Telephone Number: |  | Alternate Number: |  |
| Email Address: |  | | |

1. In which communities does the applicant currently provide services? (Check all that apply)

|  |  |  |
| --- | --- | --- |
| Oakland | Alameda | Albany |
| Fremont | Dublin | Cherryland |
| Hayward | Union City | Emeryville |
| Berkeley | Castro Valley | Fairview |
| San Leandro | Newark | Piedmont |
| Livermore | San Lorenzo | Sunol |
| Pleasanton | Ashland |  |

1. Does your organization understand and agree to the collective requirements referenced in this RFP, including regular ‘real time’ submission of data into the HMIS (within 24 hours), participation in evaluation and monitoring activities, and entering into a parallel agreement with the Alameda Alliance for Health?

Yes  No

#### BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. HCSA-901323–Street Health Services for Unsheltered Homeless Individuals.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
   1. [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

1. [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

1. [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

1. [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
2. **The undersigned acknowledges that any contract that may be awarded from this procurement is or may be funded in whole or part with federal funds and that it will abide by all federal funding requirements.**
3. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
4. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
5. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.
6. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP

|  |
| --- |
| **SIGNATURE:**  Name/Title of Authorized Signer:  Dated this day of 20 |

#### TABLE OF CONTENTS

**Instructions**: Bidder shall remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.

#### LETTER OF TRANSMITTAL

**Instructions**: Bidder shall remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Bidder’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*. The Letter of Transmittal shall clearly indicate which zones/geographies are being bid upon by the Bidder.

**Maximum Length**: 2 pages

#### 

#### BIDDER MINIMUM QUALIFICATIONS

**Instructions:** Bidder must respond and/or provide supporting documentation that fulfills all the minimum qualifications as identified in the RFP documents.

The Bidder must provide proof of any other permits, licenses, and/or professional credentials necessary to supply products and perform services as specified in this RFP if requested by the County.

Bidder shall be regularly and continuously engaged in the business of providing medical, behavioral health, and case management services to unsheltered homeless populations for at least 5 years.

Bidder shall operate at least one primary care clinic in Alameda County that is licensed under the State of California.

Bidder attests to organizational willingness to enter a contract with Alameda Alliance for Health to affirm the relationship and ability to bill for services provided to managed care members who are homeless individuals residing in Alameda County, upon potential award of a contract pursuant to this RFP.

Bidder shall have or demonstrate the ability to hire bilingual staff or at a minimum provide translation services, either directly or through a third party, to serve English, Spanish, Vietnamese, Cantonese, Mandarin, Mam, Pashto, Korean, Arabic, Tagalog, Farsi, and Dari speaking program participants.

Bidder shall demonstrate ability to provide and bill Alameda Alliance for Health for Street Health services provided to managed care members **by** **January 1, 2024**.

Demonstrated ability to enter into a contract with Alameda Alliance for Health for Street Health services;

* + - 1. Ability to meet enhance care management (ECM) documentation requirements;
      2. Demonstrated ability to check eligibility status and bill Alameda Alliance for Health and Medi-Cal generally for ECM and clinical services for managed care members.

1. Bidders must **explicitly** demonstrate how they meet the minimum qualifications listed above in their bid. Prime Bidders may propose subcontractors in the bid response as part of the proposed scope of services; subcontractors are subject to County approval if the Prime Bidder is awarded a contract. Prime Bidders must meet the Bidder Minimum Qualifications to be considered for contract award.

**Maximum Length:** None

#### BUDGET FORM AND NARRATIVE

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Budget Narrative**.

**THE BUDGET FORM MUST BE SUBMITTED IN THE FORMAT REQUESTED BELOW USING AN ELECTRONIC SPREADSHEET (E.G., MICROSOFT EXCEL).** Bid proposals that are incomplete or do not otherwise comply may be rejected.

All costs attributed to the project under the awarded contract MUST be listed and described in the Budget Detail. The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The “Contract Award Revenue” quoted in the Budget Form will be the maximum cost the County will pay for the term of any contract resulting from this RFP. No minimum or maximum cost or amount per budget table or line item is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

For each Zone/Geography - At a minimum, the Bidder must detail:

* + - 1. **Staffing Expenses** (wages/salary & benefits) associated with the work to be performed, following the staffing model described in this RFP at the respective FTE amounts specified.
      2. **Subcontracting Expenses** associated with the work to be performed.
      3. **Operating and Administrative Expenses** associated with the work to be performed.
      4. **Proposed/Estimated Project Revenues, including:**
         1. Contract Award Revenue Amount: The per zone contract amount shall not to exceed **$375,000** for the initial 18-month term ($160,000 for the first six (6) months; $215,000 for the next twelve (12) months).
         2. The expected revenues from billing Medi-Cal / Alameda Alliance for Health for services rendered to beneficiaries as part of the Street Health program, for the entirety of the initial 18-month term.

Budget Form & Narrative Directions:

* + - 1. Bidders who fail to submit a budget with total expected revenues equal to or greater than total expected expenses may be subject to disqualification. Revenues must equal or exceed expenses.
      2. The Budget Narrative shall detail the line items included in the bidder’s budget form(s), relating the work to be performed with the associated costs;
      3. If coordination with County personnel is needed, it should also be described in the Budget Detail;
      4. The work to be performed must clearly match up with work performed in the Description of Proposed Services (below).
      5. Names of Key Personnel must be included in the narrative; however, they may also be identified in the budget, or identification may be made by position title or program.
      6. The estimated hourly rate for each individual/position, and extended costs, associated with the set amounts of hours listed in the Budget Form for the 18-month period.
      7. Bidder shall detail which position(s) will serve as the ECM Lead Case Manager.

**Please complete all relevant components of the Budget Form that are relevant to the Zones/Geographies that you are bidding for; multiple budget forms are required for bidders seeking to bid for multiple Zones, and each Zone will be evaluated separately.** Bidders must note each respective Zone/Geography as part of the Budget Narrative. Bidders must include a separate Budget Form for each respective Zone/Geography included in the proposal.

**Maximum Length**: 3 Pages (+ .XLSX Workbook, printed as a PDF or Hard Copy)

#### BUDGET FORMS

|  |
| --- |
| **INSTRUCTIONS TO BIDDERS REGARDING BUDGET FORMS:** |
| **1.** Bidders must submit a **separate** Budget Form & Budget Narrative for **each** zone that is being bid upon. |
| **2.** Bidder shall complete and include this Detailed Budget Form (.XLSX format) as part of the Bidder’s RFP response. |
| **3.** Once completed, save the Excel workbook using the following file naming convention for the electronic copy of the file submitted: "Budget\_[Bidder Name]\_[Zone #].xlsx" where [Bidder Name] is the Bidder Name listed in Exhibit A of the bid response, and [Zone #] is the zone that is being bid upon. |
| **4.** Allowable costs include programmatic expenses, overhead costs, and indirect expenses. |
| **5.** Bidders must complete **both** the 'First 6 Months' sheet, which covers the period of January 1, 2024 - June 30, 2024, and the 'Next 12 Months' sheet, which covers the period of July 1, 2024 - June 30, 2025. |
| **6.** Bidders shall detail assumptions for **Medi-Cal revenue amounts in Budget Narrative.** |
| **7.** Bidders shall not request more than $160,000 from the County for the first 6-month period; bidders shall not request more than $215,000 from the County for the subsequent 12-month period. |
| **8. Bidder must include the fully completed .XLSX workbook with their bid submission by 2 PM on the RFP Response Due Date.** |

**Budget Form for the period of 1/1/2024 – 6/30/2024 (6 months)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **STAFFING EXPENSES (Salary + Benefits) Description** | **FTE** | **Monthly Cost** | **6-Mo. Total Cost** | **Requested from County, 6-Mo. Total (not to exceed $160,000)** | **Estimated Medi-Cal Revenue, 6-Mo. Total** |
|  |  |  |  | **$ -** | **$ -** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| ***Subtotal, Required Staffing Expenses (Monthly; 6-Month)*** | | **$** | **$** |
| **SUBCONTRACTING / SUPPORTIVE SERVICES EXPENSES Description** | | **Monthly Cost** | **6-Mo. Total Cost** |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
| ***Subtotal, Subcontracting/Supportive Service Expenses (Monthly; 6-Month)*** | | **$** | **$** |
| **OPERATING / ADMINISTRATIVE EXPENSES  Description** | | **Monthly Cost** | **6-Mo. Total Cost** |
|  | |  |  |
|  | |  |  |
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|  | |  |  |
|  | |  |  |
|  | |  |  |
| *Indirect Expenses (\_%)* | |  |  |
| ***Subtotal, Operating/Administrative Expenses (Monthly; 6-Month)*** | | **$** | **$** |
| ***Grand Totals, Project Costs (Monthly; 6-Month)*** | | ***$*** | ***$*** | ***Total Project Funding, County + Medi-Cal  (6-Month)*** | ***$ -*** |

**Budget Form for the period of 7/1/2024 – 6/30/2025 (12 months)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **STAFFING EXPENSES (Salary + Benefits) Description** | **FTE** | **Monthly Cost** | **12-Mo. Total Cost** | **Requested from County, 12-Mo. Total (not to exceed $215,000)** | **Estimated Medi-Cal Revenue, 12-Mo. Total** |
|  |  |  |  | **$ -** | **$ -** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| ***Subtotal, Required Staffing Expenses (Monthly; 12-Month)*** | | **$** | **$** |
| **SUBCONTRACTING / SUPPORTIVE SERVICES EXPENSES Description** | | **Monthly Cost** | **12-Mo. Total Cost** |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
| ***Subtotal, Subcontracting/Supportive Service Expenses (Monthly; 12-Month)*** | | **$** | **$** |
| **OPERATING / ADMINISTRATIVE EXPENSES  Description** | | **Monthly Cost** | **12-Mo. Total Cost** |
|  | |  |  |
|  | |  |  |
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|  | |  |  |
|  | |  |  |
|  | |  |  |
| *Indirect Expenses (\_%)* | |  |  |
| ***Subtotal, Operating/Administrative Expenses (Monthly; 12-Month)*** | | **$** | **$** |
| ***Grand Totals, Project Costs (Monthly; 12-Month)*** | | ***$*** | ***$*** | ***Total Project Funding, County + Medi-Cal  (12-Month)*** | ***$ -*** |

#### DESCRIPTION OF PROPOSED SERVICES

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Description of Proposed Services**, including the organization’s capacity and experience, alignment with specific requirements, project approach and design, staffing, implementation readiness and outcomes.

This section includes questions that all bidders must answer for each project that they are applying for. Please complete and submit your narrative responses inclusive of your category-specific questions in Section 4.1 below. Applicants applying for multiple projects can choose to replicate or tailor responses to these questions by project.

Bid Response shall include a description of the terms and conditions of services to be provided during the contract term. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder’s and County personnel involved, and the number of hours scheduled for such personnel. In this section, the Bidder must:

Specify how the services in the Bid Response will meet or exceed the requirements of the County outlined in Section I.C., SCOPE, Section I.E., SPECIFIC REQUIREMENTS, and Section I. F., DELIVERABLES / REPORTS for each eligible activity – in particular, Bidders must describe their strategies and plans regarding the following topics:

* Geographic Area and Service Locations
* Understanding of the Service Population
* Service Delivery Approach
* Scheduling and Frequency of Visits, Ability to Track Data and Outcomes
* Number of People to be Served
* Staffing and Allocation of Staff Time
* Partnerships and Collaborations

Explain any special relationships, connections, resources, procedures, or approaches that make the services of Bidder particularly advantageous to the County;

Explain the Bidder’s plans to bill Medi-Cal or other insurance payers for eligible services.

Bidders should describe their relevant experience to provide the proposed services and should demonstrate their understanding of the respective Zone/Geography and population to be served.

Bidders should describe existing or planned efforts to collaborate with the regional Housing Resource Centers (HRCs) and other organizations to connect and re-connect patients to services.

Bidders should include an example of their proposed Street Medicine Outreach Team schedule and locations. (Final schedule and locations will be determined in conjunction with County staff.

The Bid Response shall also include a brief implementation plan and schedule addressing the key components listed above. In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the services.

**Maximum** **Length**: 6 pages per Zone/Geography

**TABLE OF KEY PERSONNEL**

**Instructions**: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **List of Key Personnel**. Bid responses must provide a complete list of all key personnel associated with the RFP.  This list must include those who will provide project leadership and oversight, as well as project management and service delivery. The list should also include key staff at partner organizations critical to project implementation, as applicable. For each person on the list, the following information shall be included in one or two brief paragraphs:

1. The person’s job title and years of employment with Bidder;
2. The role that the person will play in connection with the RFP;
3. Address, telephone, and e-mail address;
4. Person’s educational background; and
5. Person’s relevant experience, certifications, and merits.

In addition to the table, Bidders may submit a complete résumé or curriculum vitae for each key personnel listed in the table that includes educational background, relevant experience on similar projects, certifications, and merits.

**Maximum** **Length**: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.

#### REFERENCES

**Instructions**: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of five (5) references one of which must be a youth program participant. References must be satisfactory as deemed solely by County. Services or goods provided by Bidder to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Bidders must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Bidders submission. Bidder may use their organization’s contact information for youth references to facilitate communication.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all 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.

**REFERENCES**

RFP No. HCSA-901323 - Street Health Services for Unsheltered Homeless Individuals

Bidder Name:

|  |  |
| --- | --- |
| STREET HEALTH SERVICES REFERENCE - *Bidder may provide organization’s contact information to facilitate communication.* | |
| Youth Name: | Organization Contact Person: |
| Address: | Telephone Number: |
| City, State, Zip: | E-mail Address: |
| Services Provided / Date(s) of Service: | |

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

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

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

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

#### EXCEPTIONS AND CLARIFICATIONS

**Instructions**: On the following page is the **Exceptions and Clarifications** form. Bidders must use this form to identify any and all exceptions and/or clarifications to the RFP and associated Bid Documents.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

**EXCEPTIONS AND CLARIFICATIONS**

RFP No. HCSA-901323 - Street Health Services for Unsheltered Homeless Individuals

Bidder Name:

List below requests for exceptions and clarification, if any, to the RFP and associated Bid Documents, and submit with your bid response.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference to:** | | | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**  EXAMPLE | **D** | **1.c.** | ***Vendor takes exception to…*** |
|  |  |  |  |
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\*Use additional pages as necessary

**EXHIBIT B**

#### DEBARMENT AND SUSPENSION CERTIFICATION

#### (PROCUREMENTS $25,000 AND OVER)

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

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

**If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.**

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

BIDDER:

PRINCIPAL: TITLE:

#### SIGNATURE: DATE:

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

Insurance certificates are not required at the time of submission; however, by signing Exhibit A - Bid Response Packet, the Bidder agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit C – Insurance Requirements.

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

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

Table

Description automatically generated

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**EXHIBIT D**

**ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISIONS**

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. **General Provisions**

1. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement.  The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
2. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
3. **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:
4. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
5. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
6. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
7. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers’ representatives of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
8. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
9. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
10. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
11. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

1. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
2. **Clean Air Act and the Federal Water Pollution Control Act**. The following provisions apply for all contracts in excess of $150,000:
   1. **Clean Air Act** (42 U.S.C. 7401–7671q).
      1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
      2. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
      3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.
   2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

1. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:
2. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters.
4. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
6. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County’s Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
7. **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
8. **Procurement of recovered materials**.
9. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
   2. Meeting Contract performance requirements; or
   3. At a reasonable price.
10. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
11. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
12. **Access to Records.**
13. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
14. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
15. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
16. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.
17. **Changes.**  The cost of any change, modification, change order, or constructive change shall be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
18. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
20. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
21. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.
22. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
23. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
24. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
25. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
26. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
27. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
28. **Domestic Preferences for Procurements**. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section shall be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
29. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
30. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
31. **Prohibition on Contracting for Covered Telecommunications Equipment and Services**.
32. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
33. Prohibitions.
    1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    2. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
       1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
       2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
       3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
       4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
34. Exceptions.
    1. This clause does not prohibit contractors from providing—
35. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    1. By necessary implication and regulation, the prohibitions also do not apply to:
36. Covered telecommunications equipment or services that:
    * + - 1. Are *not used* as a substantial or essential component of any system; and
          2. Are *not used* as critical technology of any system.
37. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
38. Reporting requirement.
    1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
    2. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
39. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
40. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
41. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.
42. **License and Delivery of Works Subject to Copyright and Data Rights**. In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.
43. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

II**. Construction and Repair Work**. The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland ‘‘Anti-Kickback’’ Act.** For all prime construction contracts in excess of $2,000 the following terms shall apply:

* 1. Davis-Bacon Act

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.
   1. Copeland ‘‘Anti-Kickback’’ Act
4. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
5. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
6. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**Exhibit E**

**UNIFORM DATA SYSTEM (UDS) PATIENT VISIT REPORTING REQUIREMENTS AND DEFINITIONS**

**As a HRSA health center, ACHCH requires contractors to report data in a manner aligned with the most current definitions in the HRSA/BPHC Uniform Data System (UDS) Manual, located at** [**https://bphc.hrsa.gov/datareporting/reporting/index.html**](https://bphc.hrsa.gov/datareporting/reporting/index.html) **.**

**Please take the time to carefully review this source document for health center reporting requirements.**

**Reportable Visits:**

Reportable visits are documented, individual, face-to-face or virtual contacts between a patient and a licensed or credentialed provider who exercises independent, professional judgment in providing services. Health centers should count only visits that meet all these criteria. To count as reportable visits, the services must be documented in a chart that is kept by the contracted provider. Health center consent documentation signed by patient must be included in patient visit documentation maintained by contracted provider.

**Types of Reportable Visits to ACHCH and Required Data for Each:**

There are two types of reportable visits to ACHCH which require the following specific data:

* A **Medical/Clinical Visit** is a documented face-to-face patient or virtual visit carried out by a licensed clinical provider, including physicians, NP, PA, nursing, behavioral health (LCSW, ASW, psychologist) and containing at least one **ICD10 diagnosis code** specific to clinical diagnosis and/or treatment provided.

o **Telemedicine:** A Medical/Clinical visit that is telemedicine-based (clinician-topatient, telephone or video) must be accompanied by a CPT code indicating telehealth:

* + **Medical**: CPT Code: G2025 “Service furnished via telehealth”
  + **Dental:** CPT Code: D9995 “Teledentistry”
* An **Enabling Services Visit** can be provided by a nurse, social worker (LCSW, ASW), psychologist, community health worker, etc., credentialed by the provider, and will **not** contain a diagnosis code, rather includes specific descriptors for the **types of enabling services** provided.

In specific instances, certain providers (Nurse, LCSW, ASW) can provide **either** an enabling services **or** clinical visit, depending on the service provided at the visit. Medical providers will **not** report provision of enabling services in ACHCH reporting, even if they do provide these services.

Both Medical/Clinical and Enabling service visits **must** be face-to-face (or telephonic/telemedicine) and documented, for health center patients who have provided consent for treatment.

# Submission of Reportable Visits

ACHCH contractors are required to submit a monthly report of all reportable health center visits provided by contractor. This report should be submitted before the 15th of the following month. Submission must be made in excel format through a secure FTP system arranged by the ACHCH program. See below “Transmitting Protected Health Information”.

**Telehealth Visits:**

If a contractor provides a robust, specific instance of patient care (enabling service or medical) with an established patient, directly with that person over the phone, the visit can be documented and reported as a service or medical visit. A medical/dental telehealth visit should include ICD10 codes be accompanied by a telehealth-identifying CPT Code (G2025 for medical/clinical and D9995 for teledentistry.) A telehealth enabling visit does not need the CPT identifier but includes enabling service type.

# Required patient data for each reported visit

Required patient data for each reported visit is sent to and stays in the possession of ACHCH. Data required for each reported visit includes the following:

|  |  |  |
| --- | --- | --- |
| Visit Provider Type | Visit Subsite | Patient Social Security Number |
| Patient Medi-Cal CIN  number | Patient First Name | Patient Middle Name |
| Patient Last Name | Suffix (ie: JR) | Patient Birth Date |
| Family Status | Family Size | Patient Gender Identity |
| Patient Ethnicity | Patient Race | Patient Sex assigned at birth |
| Patient Sexual Orientation | Visit or procedure CPT Codes for clinical encounters (up to 1) | Visit Enabling Service Codes for enabling  service encounters (up to 3) |
| Patient ICD10 Diagnosis code for clinical  encounters (up to 5) | Patient Monthly Income | Patient Income Source |
| Patient Veteran Status | Patient Medical Payer Source | Patient Homeless Status |

# Provider Types

Health center staff must be a provider for purposes of providing countable visits. Please note: Not all health center staff who interact with patients qualify as providers. The [most updated](https://bphc.hrsa.gov/datareporting/reporting/index.html) [HRSA UDS Manual](https://bphc.hrsa.gov/datareporting/reporting/index.html) provides a list of health center personnel and the usual status of each as a provider or non-provider for UDS reporting purposes.

# Independent Professional Judgment

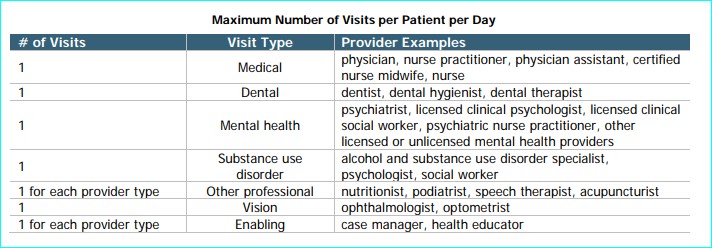
To meet the criterion for independent professional judgment, providers must be acting on their own, not assisting another provider, when serving the patient. Independent judgment implies the use of the professional skills gained through formal training and experience and unique to that provider or other similarly or more intensively-trained providers.

For example, a nurse assisting a physician during a physical examination by taking vital signs, recording a history, or drawing a blood sample **does not** receive credit as a separate visit.

# Counting Multiple Visits by Category of Service

Multiple visits occur when a patient has more than one visit with the HCH health center or health center providers in a day. Most commonly, a patient may receive both a medical visit and an enabling visit at the same time. These distinct services must be provided by **two distinct providers** working in the capacity of their credentialed position (for example a NP who provides medical and enabling services in the same visit does **not** report the enabling services encounter, only the clinical). Multiple visits must be reported as distinct visits (ie separate rows when electronically reported).

On any given day, a patient may have only one visit per service category, as described below.



# Patient Homeless/Housing Status

The HCH program utilizes the federal Health and Human Services HHS definition of [homelessness](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title42-section254b&num=0&edition=prelim) which is more inclusive than the Housing and Urban Development HUD definition.

* *A homeless individual is defined in* [*section 330(h)(5)(A)*](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title42-section254b&num=0&edition=prelim) *as “an individual who lacks housing (without regard to whether the individual is a member of a family), including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations, and an individual who is a resident in transitional housing.” A homeless person is an individual without permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other unstable or nonpermanent situation. [Section 330 of the Public Health Service Act (42 U.S.C., 254b)]*
* *An individual may be considered to be homeless if that person is “doubled up,” a term that refers to a situation where individuals are unable to maintain their housing situation and are forced to stay with a series of friends and/or extended family members. In addition, previously homeless individuals who are to be released from a prison or a hospital may be considered homeless if they do not have a stable housing situation to which they can return. A recognition of the instability of an individual’s living arrangements is critical to the definition of homelessness. (HRSA/Bureau of Primary Health Care, Program Assistance Letter 99-12, Health Care for the Homeless Principles of Practice) Patient Consent and HIPAA acknowledgement*

Providers are required to assess and/or update a patient’s housing/homeless status at every clinical or enabling visit. A patient’s housing status is self-reported; patients are *not* required to show documentation or verification of housing status. Below are the housing status indicators that should be reported to ACHCH:

|  |  |
| --- | --- |
| **Housing Status** | **Description** |
| **Not Currently Homeless** | Has permanent housing, except for people who reside in Licensed Board and Care (BNC) who should be noted as Other, or who has moved from homelessness into Permanent Supportive Housing (PSH). |
| **Permanent**  **Supportive**  **Housing (PSH)** | Subsidized housing accompanied by supportive services to assist homeless persons with disabilities to live independently (Program based- OPRI, Shelter+Care, Welcome Home etc. AND Site-based (ex:  Rosa Parks, Merritt Crossing, etc.) |
| **Shelter** | Any public or private shelter or shelter program |
| **Recovery Center** | Currently residing in residential substance use program (Cronin, CURA, New Bridge, etc.) |
| **Doubling Up** | Doubled up with friends or relatives in a temporary, non-permanent manner. “Couch Surfing” |
| **Motel/Hotel** | If a patient’s stay is being paid by a program, or if the patient or their family is paying their rent in a motel/hotel. Does not include someone paying monthly rent in a SRO hotel or program. |
| **Street** | Includes encampments, streets, buses, other places not fit for human habitation |
| **Transitional** | This could range from a formal Transitional Housing program to unlicensed care homes, sober living, or a church-based residential program that patient pays for. |
| **Vehicle** | Includes car, camper/RV, van, boat etc. |
| **Chose not to disclose** | This is not to be checked if housing status hasn’t been collected. Only if the patient is unwilling or unable to disclose. |
| **Other** | Can include patients who reside in Board & Care or Skilled Nursing  Facility. |

# Sexual Orientation and Gender Identity (SOGI)

Contractors are required to collect HRSA-mandated Sexual Orientation and Gender Identity data from patients. SOGI data reported must include:

1. Sex as assigned at birth
2. Sexual Orientation
3. Gender Identity

Please note that HRSA required SOGI data follows precise definitions for each category: 1. Sex as assigned at birth (Male or Female)

1. Gender Identify:
   * Male
   * Female
   * Transgender Male/Female-to-Male
   * Transgender Female/Male-to-Female
   * Other
   * Chose not to disclose
2. Sexual Orientation:
   * Lesbian or Gay
   * Straight (not lesbian or gay)
   * Bisexual
   * Something else
   * Don’t Know
   * Chose not to disclose

Collecting SOGI data in a respectful manner can be challenging, but it is very important in helping create better services for underserved populations. For information on how to collect this data, you can go to:

* + The Fenway Institute:

[https://fenwayhealth.org/the-fenway-institute-released-new-tools-to-help-healthcareorganizations-collect-sexual-orientation-and-gender-identity-data-to-improve-quality-ofcare-and-reduce-lgbt-health-disparities/](https://fenwayhealth.org/the-fenway-institute-released-new-tools-to-help-healthcare-organizations-collect-sexual-orientation-and-gender-identity-data-to-improve-quality-of-care-and-reduce-lgbt-health-disparities/)

* + Collecting Sexual Orientation and Gender Identity (SOGI) Data (2020): <https://fenwayhealth.org/wp-content/uploads/4.-Collecting-SOGI-Data.pdf>

# ACHCH Enabling Services Types

Enabling Services are defined by HRSA as the following:

Enabling services are non-clinical services that do not include direct patient clinical care services that enable individuals to access health care and improve health outcomes. Enabling services include case management, referrals, translation/interpretation, transportation, eligibility assistance, health education, environmental health risk reduction, health literacy, and outreach. Additional enabling/supportive services are beyond any required case management services and support a health center patient’s access to non-medical, social, educational or other related services (e.g., child care, food banks/meals, employment and education counseling, legal services/legal aid).

Enabling services are only provided by enabling services providers such as community health workers, health educators, health coaches, and nurses. In specific instances, certain providers (Nurse, LCSW, ASW) can provide **either** an enabling services or clinical visit, depending on the service provided. Medical providers will **not** report provision of enabling services in ACHCH reporting, even if they do provide these services.

|  |  |
| --- | --- |
| **ACHCH Enabling Service Type** | **Description** |
| **Assessment** | Non-medical assessment that includes the use of an instrument measuring socioeconomic status, wellness, or other non-medical health status (i.e., social determinants of health). |
| **Case Management** | An encounter with a patient in which a patient’s care plan is codeveloped and/or provided with activities that support a patient with achieving goals/objectives of a care plan by a Case Manager |
| **Referral** | Facilitation (i.e., referral/scheduling) of a health-related visit for a patient to a healthcare or social service provider for a patient with or without a care plan, or for services that are not part of a patient’s care plan. |
| **Dental Case Management** | Facilitation of increased access to, and retention in, dental care. |
| **Benefits Assistance** | Counseling of a patient with financial limitations as well as assessing the patient’s eligibility for and providing assistance with enrollment in a health insurance program, disability program, or other benefits program. |
| **Food/Hygiene Assistance** | Providing basic food and hygiene necessities (directly or via referral) to a patient to help reduce food insecurities, mitigate aggravation of pre-existing medical conditions, and support overall health. |
| **Health Education/**  **Supportive Counseling** | Provision of health education or supportive counseling to a patient in which wellness, preventive disease management or other improved health outcomes are attempted through behavior change methodology. |
| **Housing Assistance** | Facilitating connecting a patient to services and supports that will lead to a patient obtaining permanent housing and stabilizing in permanent housing. |
| **Interpretation** | The provision of interpreter services, including sign language, by a third party (other than the service provider) |
| **Transportation** | Providing transportation assistance (directly or via referral) to a patient requiring transport to receive appropriate medical care and social services. |
| **Substance Use Services** | Provision of counseling, assessment, education or referral specific to substance use disorders by a non-medical substance use disorder specialist or enabling services provider, including harm reduction counseling, education and supplies distribution. |
| **Other:** | Additional enabling/supportive services that are beyond any required case management services, do not fall into the above 11 categories, and support a health center patient’s access to nonmedical, social, educational or other related services.  Must input a brief (i.e., a few words) description for Other. |

# Transmitting Protected Health Information

Any data reported to ACHCH that contains protected health information **must** be done in a secure manner. The two manners that the ACHCH program uses to transmit PHI are:

* FTP secure server
* Secure Email

Contact ACHCH Contracts Manager Terri Moore with any questions around transmission of PHI.

# Incomplete Data Reports or Fields

Data reports that are incomplete or reported incorrectly will be returned by ACHCH Contracts Manager with a request for resubmission in a timely manner specified by ACHCH.

Data fields that are not collected by contractor must not be reported as “Don’t know” “Unknown”, “Other” of “Chose not to disclose” – Data fields not recorded by provdier must be submitted as either *blank or “not recorded.”* “Other” is only acceptable if the data is collected and is indeed “Other.” Indicate “*Chose not to disclose”* only if patient actively refused to report.

**Overview of ACHCH Utilization Reporting Template:**

|  |  |
| --- | --- |
| **ProviderCode** | *Enter the type of provider providing a documented, face-to-face or virtual encounter. Encounter type is either Service/Enabling or Medical/Clinical; provider type must correspond to encounter type.* **Medical/Clinical Provider Types:** Family Physician, Specialty Care Physician, Internist, General Practitioner, Obstetrician/Gynecologist, Pediatrician, Physician Assistant, Nurse Practitioner, Nurse (medical), Dentist, Dental Hygienist, Optometrist, Podiatrist, Other Medical, Other Mental Health (ASW, MSW) Psychiatrist, Psychologist, LCSW, Certified Nurse Midwife, Acupuncturist  **Enabling Service Provider Types**: Case Manager, Outreach Worker, Health Coach, Housing Navigator, Alcohol/Drug Counselor, Other  Mental Health (ASW, MSW), Nurse Enabling Services, LCSW. |
| **Subsite** | Name of subsite where services provided |
| **SocialSecurityNumber** | xxx-xx-xxxx |
| **Medi-Cal Client Identification Number (CIN)** | 9999999X  *(The CIN is the first nine characters of the identification number located on the front of the beneficiary’s Benefits Identification Card (BIC).* |
| **FirstName** |  |

|  |  |
| --- | --- |
| **MiddleName** | Either whole middle name, a single letter; or no middle name, no  periods or commas |
| **LastName** | No periods or commas. |
| **Suffix** | Jr, Sr, I, II, III, IV, V or blank only. |
| **BirthDate** | mm/dd/yyyy |
| **FamilyStatus** | * Unattached Adult * Adult in Family * Child in Family * Unattached Child (under 20 on their own) |
| **Family Size** | Number of persons in current household |
| **PatientAddressStreet** | Number and street or description of living place. Can be residence or mailing address. Can also be a cross street, park, encampment or  shelter program address. Patient Address can come from your medical records system. |
| **PatientAddressCity** |  |
| **PatientState** |  |
| **PatientAddressZip** |  |
| **SexAssignedAtBirth** | M / F as assigned at birth, if patient is transgender be sure to complete  Gender Identity. |
| **SexualOrientation** | * Lesbian or Gay (homosexual) * Straight (heterosexual) * Bisexual * Something else * Don’t Know * Chose not to disclose |
| **GenderIdentity** | * Male * Female * Transgender Male/ Female-to-Male * Transgender Female/ Male-to-Female * Other * Chose not to disclose |
| **Ethnicity** | * Latino or Hispanic * Not Hispanic * Chose not to disclose |
| **Race** | * White * Asian * Native Hawaiian * Other Pacific Islander * Black/African-American * American Indian/Alaska Native * More than one race * Chose not to disclose |
| **Dx1 Dx2 Dx3 Dx4 Dx5** | ICD10 Required for Clinical Encounters (including Mental Health & Clinical substance use). ADA Codes for Dental Visits.  Up to 5 Dx Codes per encounter  If visit is enabling/service visit, then Dx Codes should be blank.  If there are 2 visits (one clinical, one enabling service) on same day,  they should be inputted on different rows, as separate visits, with different provider types. |
| **Svc1 Svc2 Svc3** | If visit is an enabling services visit, please enter services type. Remember that a visit cannot include both service and diagnosis. Up to 3 Enabling Services Types per encounter.   * Assessment * Case Management * Referral * Dental Case Management * Benefits Assistance * Food/Hygiene Assistance * Health Education/ Supportive Counseling * Housing Assistance * Interpretation * Transportation * Substance Use Services * Other: (must include brief description)   ACHCH Enabling Services Types Required for Enabling Services Encounters only.  An enabling service encounter will NOT include any ICD10 codes. Medical and Service encounters provided by two different providers in the same day are submitted as two separate visits on two separate rows. |
| **CPTCode** | Up to one CPT visit or procedure code can be submitted per medical visit.  Telehealth-based medical/dental visits must include a telehealth code:  G2025 for medical/clinical and D9995 for teledentistry. |
| **MonthlyIncome** | $ amount of monthly reported income |
| **IncomeSource** | * General Assistance * WIC Program * Wages Pension Employment   •Veteran's Benefits   * Food Stamps CalFresh * Unemployment * None * Other * SSI/SSA * CalWORKS * Child Support   Chose not to disclose |
| **PaymentResource** | *Medical Payor source for patient; must be documented for each encounter. Examples include:*  •HealthPAC   * Medi-Cal FFS * Medi-Cal Mgd Care Alliance * Medi-Cal Mgd Care Blue Cross * Medicare * Medi-Medi * Sliding Scale/Self-Pay * VA Medical * Private Insurance * Other * None  1. Chose not to disclose |
| **HomelessStatus** | *Patients must be screened for homelessness and most recent housing status inputted for every visit. If housing screening was not done, do not enter Unknown.*  •Not currently homeless  •Shelter  •Recovery Center   * Doubling up * Street * Transitional * Chose not to disclose * Other   •Hotel/Motel   * Permanent supportive housing   •Vehicle |
| **PreferredLanguage** | * *English* * *Spanish* * *Other Language: Describe* |
| **VeteranStatus** | *Y or N* |

1. [Point-in-Time Count - EveryOneHome.org](https://everyonehome.org/main/continuum-of-care/everyone-counts/) [↑](#footnote-ref-2)