

**COUNTY OF ALAMEDA**  
**Behavioral Health Care Services**

**REQUEST FOR PROPOSALS NO. SOBERING CENTER-1**

**SPECIFICATIONS, TERMS & CONDITIONS**  
**For**

**SOBERING CENTER SERVICES**

**Effective December, 2007**

**ATTENDANCE AT INFORMATION MEETING/BIDDERS CONFERENCE IS REQUIRED**

on

**Tuesday**  
**June 19, 2007**  
**12:30 – 2:30 p.m.**

at

**Alameda County Behavioral Health Care Services**  
**Administration**  
**2000 Embarcadero Cove, Suite 400**  
**Oakland, CA 94606**

**RESPONSE DUE**

by

**12:00 p.m.**

on

**Wednesday, July 11, 2007**

At

**Alameda County Behavioral Health Care Services**  
**Administration**  
**2000 Embarcadero Cove, Suite 400**  
**Oakland, CA 94606**

**COUNTY OF ALAMEDA**  
**Behavioral Health Care Services**

**SPECIFICATIONS, TERMS & CONDITIONS**  
**For**  
**Sobering Center Services**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>I. ACRONYM AND TERM GLOSSARY .....</b>	<b>4</b>
<b>II. STATEMENT OF WORK</b>	
A. Intent.....	7
B. Scope .....	7
C. Background .....	8
D. Eligible Bidders .....	9
E. Eligible Consumers .....	9
F. Service Philosophy .....	9
G. Funding Parameters.....	10
H. Program Requirements .....	11
I. Deliverables/Reports .....	14
J. Organizational Requirements .....	14
<b>III. INSTRUCTIONS TO BIDDERS</b>	
K. County Contacts .....	15
L. Calendar of Events .....	15
M. Mandatory Information Meeting/Bidders Conference and Question Process.....	16
N. Submittal of Bids.....	16
O. Required Bid Format and Content.....	18
P. Cultural Competence.....	25
Q. Evaluation Criteria/Selection Committee.....	26
R. Contract Evaluation and Assessment .....	32
S. Notice of Award .....	32
T. Bid Protest/Appeals Process.....	33
<b>IV. TERMS AND CONDITIONS</b>	
U. Term/Termination/Renewal .....	34
V. Award .....	34
W. Method of Ordering.....	35
X. Invoicing.....	35
Y. County Provisions .....	36
Z. Contract Manager/Support Staff .....	38

**ATTACHMENTS:**

- Attachment 1 - Acknowledgement
- Attachment 2 – Current References
- Attachment 3 - Former References
- Attachment 4 - Insurance Requirements for Non Profits
- Attachment 5 - Insurance Requirements for Private For-Profits
- Attachment 6 – Master Contract Draft
- Attachment 7 – Contractor Instructions for Completing the Exhibit A: Alcohol and Drug Contracts
- Attachment 8 – Exhibit A: Community Based Organization Contract: Program Description And Performance Requirements
- Attachment 9: Exhibit B: Budget Instructions
- Attachment 10 - Master Contract Audit Requirements
- Attachment 11 - SLEB Certification Application Package
- Attachment 12 - Small and Local Business Subcontracting Information
- Attachment 13 - Request for Small and Local or Emerging Preference
- Attachment 14 – First Source Agreement
- Attachment 15 – Occupancy Agreement between ACBHCS and Contractor
- Attachment 16 – Sobering Center Ramp-Up Proposal
- Attachment 17 – Response/Content Submittal; Completeness Check List

**I. ACRONYM AND TERM GLOSSARY**

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

ACBHCS	Alameda County Behavioral Health Care Services, a Department of the Alameda County Health Care Services Agency.
ACBHCS Monitor	Staff person or persons designated by ACBHCS to observe and critique contract compliance as necessary and/or on a predetermined schedule.
ADA	American Disabilities Act
Adults	18 years of age and older
Agreement	The formal contract between ACBHCS and the Contractor
AMR	American Medical Response. This vendor will provide all certified EMTs at the Sobering Center and in the transport component via their contract with the County's EMS Department.
AOD	Alcohol and Other Drug
Assessment	A service that is based on a method of interview, observation, and testing. This service may include a clinical analysis of the history and current status of a consumer's mental, emotional, or behavior disorder, relevant cultural issues and history, diagnosis, and the use of testing procedures.
Residential Detoxification Bed Day	A calendar day (12:01 a.m. to Midnight) in which a person participates and resides in a program. The calendar day of admission shall be considered a bed day, regardless of the time of admission. The calendar day of discharge shall not be considered a bed day.
Bid	Shall mean the Bidder's/Contractor's proposal or response to this RFP
Bidder	Shall mean the specific person or entity responding to this RFP
Board	Shall refer to the County of Alameda Board of Supervisors
CBO	Community Based Organization
Consumers	Any adult requesting or referred for services or treatment
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract
Co-occurring Disorder	Individuals with co-occurring substance abuse and mental health disorders are individuals who have at least one psychiatric disorder as well as an alcohol or drug disorder.
County	When capitalized, shall refer to the County of Alameda
Detoxification	The process whereby an individual who meets criteria for substance dependence, with or without physiological dependence, terminates use of their drugs of choice, either abruptly or gradually, with or without support. For purposes of program planning, detoxification is an intervention process in which the individual is assisted in withdrawing safely, completing the detoxification process, and preparing for recovery.
Detox Advisory Board	A group of approximately 30 individuals including the Alameda County Board of Supervisors, County Health Care officials, representatives from public safety, hospitals, and the Cities of Oakland and Berkeley, and AOD and Mental Health CBOs who convened in August 2004 to investigate, design, and implement best practice detoxification services for residents of Alameda County.
ED	Hospital Emergency Department
Elderly	55 years of age and older
EMS	Alameda County Office of Emergency Medical Services
EMT	Emergency Medical Technician
Fiscal Year	Alameda County Fiscal year is July 1 through June 30
Homelessness	HUD Definition: Someone who is sleeping in places not meant for human

	habitation, such as cars, parks, sidewalks, and abandoned or condemned buildings; or is sleeping in an emergency shelter. This may include a person who ordinarily sleeps in one of the above places but is spending a short time (30 days or less) in a hospital or other institution.
HUD	U.S. Department of Housing and Urban Development
Law Enforcement	Refers to the Alameda County Sheriff's Department or Police from any of the 14 cities within the County.
Measure A	Alameda County voter initiative passed in March 2004 authorizing an additional \$.05 sales tax to pay for health care services for 15 years through June 30, 2019. A series of public hearings determined an allocation for detoxification services.
Organization	Shall refer to the awarded Contractor that is part of a larger administrative and functional association, provided all County requirements are met.
Outreach Worker	An individual associated with a CBO who performs the function, while "out-in-the-field", of interacting with the targeted population of the CBO to engage consumers in services.
PO	Shall refer to Purchase Order(s)
Proposal	Shall mean the Bidder's Bid or response to this RFP
Qualified	Shall mean competent by training and experience and in compliance with specified requirements.
Ramp-Up Proposal	The Sobering Center's plan for achieving full service utilization over a period of time with the health and safety of the consumers and staff as highest priority.
Request for Proposal	Shall mean this document, which is the County of Alameda's request for Contractors'/Bidders' proposals to provide the goods and/or services being solicited herein. Also referred herein as RFP.
Residential Social Model Detoxification Services	Service provided in a residential setting by trained staff who provide 24 hour supervision, observation, and support. Characterized by the emphasis on peer and social support. Medical Assistance available, but not onsite. These new County services for 32 adults will operate in a newly remodeled facility on the Fairmont Campus.
Response	Shall refer to Bidder's proposal or bid submitted in reply to this RFP
SLEB	Small Local Emerging Business
Sobering Center	A new 24 hour/day, 7day/week ACBHCS facility and program to be located on the Alameda County Fairmont Hospital Campus to treat serial inebriates. It will be a "very sparse, though very safe place to sober up" where as many as 50 individuals can stay an average of four to six hours. The goal will be to provide an environment in which inebriates can allow the effects of chemical intoxicants to abate and to regain their functionality, and a point of intervention for the chemically dependent individual. EMTs will be on site at all times. To achieve this, the staff will provide information about chemical dependency and offer consumers the opportunity to enter into recovery treatment programs, such as the Social Model Detoxification Program which will be located close by.
Sobering Center Staff	Employees of the Sobering Center Contractor working at the either the Sobering Center facility or in the Transport component.
Stable Housing	Housing that allows an individual to maintain a sustainable, secure living environment in housing that is affordable, safe, decent, and sanitary; the individual, or in the case of a dependent minor, the minor's guardian, has a contractual or other similar right to remain in the housing provided he or she abides by the terms of the property.

State	Refers to the State of California, its Departments and/or Agencies
Transport Vans	These vehicles, staffed with an EMT and Outreach Worker, will pick up individuals and take them to the Sobering Center. The intent of the transport vans will be to provide intervention, medical evaluation, and transportation in a safe and compassionate manner which preserves the dignity of consumers. They will not pick up violent individuals, but work closely with other available services on a case-by-case basis.
Transportation Services	Refers to incoming and outgoing consumer transportation to the Sobering Center.
24/7	Operating 24 hours per day, 7 days per week, 365 days per year

## II. STATEMENT OF WORK

### A. INTENT

It is the intent of this Request for Proposal, Specifications, and Terms and Conditions to describe the requirements for submitting a Proposal to provide Sobering Center Services to adult residents throughout Alameda County who are suffering from the debilitating effects of alcohol and substance overuse and frequently co-occurring mental illness. The Sobering Center Services are characterized as a “very safe place to sober up” where as many as 50 individuals can stay an average of four to six hours and will be transported to, and at the end of their stay, out-of the facility. The goal will be to provide an environment in which inebriates can allow the effects of chemical intoxicants to abate and to regain their functionality, and a point of intervention for the chemically dependent individual. EMTs will be on site at all times. Prospective consumers may have criminal justice involvement and/or problems securing housing; many will be frequent users of the Sobering Center. These services are appropriate for assessed participants who do not requiring a higher level of care for the management of their inebriation episode, and can safely receive services at the Sobering Center facility. These consumers may or may not elect to enter into treatment or self-help recovery services.

### B. SCOPE

Sobering Center Services shall be designed to administer to the participant’s level of intoxication from alcohol and/or other drugs to achieve a safe and supportive short-stay service with EMTs on site at all times. These Sobering Center Services will be located in a newly constructed County owned facility on the Fairmont Hospital Campus in San Leandro, California.

The Sobering Center is an intervention program which will include accommodations for non-English speakers, the elderly (over 55 years of age), and those with non-traditional gender identification. The total capacity of the facility is 50 adults. This is a voluntary 24/7 facility that will receive and release individuals only via a new multi-source transport service linked to the Sobering Center. No walk-ins or unauthorized transport services to the Sobering Center will be allowed. Consumer stay will likely average 4-6 hours, but individuals stays may vary. While it is a goal of this program to eventually engage consumers in follow-up substance use or other necessary services and treatment, this program will be tailored to meet the inebriate’s level of commitment to immediate services without an expectation of placement in follow-up treatment programs or additional services.

The operations at the Sobering Center will be a partnership of the Contractor and the County’s EMS Department. The Contractor will have the primary responsibility for the program, facility, and the transport component of the Sobering Center; this will include the majority of the staffing at the Sobering Center. County EMS, via their contract with AMR, will provide all certified EMT staffing at the Sobering Center facility and in the transport vehicles. This partnership, focusing on the safe delivery of Sobering Center Services, will require the Contractor to develop procedures and policies to insure that safety of staff and consumers is the highest priority.

The transport component will include both incoming and departure vans, eventually serving all communities within Alameda County. As this is a new service, a ramp-up approach will be

implemented to insure safety of all concerned as well as to develop full and successful utilization of these new services. Multiple incoming transport methods including a van staffed with EMT and Sobering Center staff will transport 3-4 medically cleared inebriates picked up at hospital EDs as the initial focus of the Sobering Center/Transport Services.

As the next phase of transport is implemented, law enforcement from several communities will drop “appropriate for services” consumers at the Sobering Center. Additionally, approved and authorized community outreach services will transport consumers as well as vans operated and staffed by the Contractor and EMS. The Contractor will be responsible for all departure transport services for all consumers leaving the Sobering Center. Consumers will be placed in follow-up services wherever possible, or returned to the community from which they came. Eventually, Sobering Center vans will conduct outreach services to intoxicated individuals on the street and during targeted neighborhood patrols, pick-up individuals at hospital EDs, as well as respond to request calls by law enforcement, and the business community.

Two new nine passenger vans will be purchased by ACBHCS at the start of the program for the explicit use by the Sobering Center as departure vans for consumers. When the Sobering Center is fully operational, those vehicles may be transporting consumers 20-24 hours per day. As the program begins, the use of the facility, and therefore the transport component, will be more limited. Transport driver time will be funded as part of the Sobering Center Services with scheduling to be determined by the Contractor, EMS, and ACBHCS. The vehicles used by AMR to transport individual to the Sobering Center, and the incoming transport vans used by the Contractor will be provided by AMR.

### C. BACKGROUND

For several years, ACBHCS has listened to an increasing community voice for new detoxification services in Alameda County. ACBHCS received requests for these new services from the AOD and Mental Health Providers, grassroots organizations, consumers, law enforcement, hospital emergency department personnel, cities, and businesses throughout the County. The concerns focused on a population of increasingly visible and costly low-income and indigent residents from throughout Alameda County who are suffering from the debilitating effects of alcohol and substance use disorders and frequently co-occurring mental illnesses.

ACBHCS initially responded to these requests by acknowledging and endorsing the need for additional detoxification-sobering services, while explaining that without new funding, any new services could only occur as a result of reductions in existing services most of which had already experienced “to-the-bone” budget cuts. However, the Department did commission a study to determine what types of services would be most effective when the funding arena would once again support growth and expansion. The results of this study were released in May 2004.

The passage of *Measure A*, coinciding with the release of the BHCS Study, resulted in the formation of a Detoxification Advisory Board. This Board, convened in the summer of 2004 by Alameda County Supervisor Keith Carson and Alameda County Health Care Agency Director Dave Kears, included representatives from many perspectives within the community. The Advisory Board determined that with a recent study in hand, an investigation of “best practice” in anticipation of new detoxification-sobering services should commence.

The results of the investigation, which focused on eight counties in California as well as the cities of Portland, Seattle, and Tacoma, resulted in a recommendation for a combination of new detoxification services to include a Residential Social Model Detoxification Program, a new Sobering Center, and Transportation Services.

ACBHCS has built and maintained an excellent system of care with Mental Health and Alcohol and Drug Treatment Providers throughout the County. Our specialty AOD Providers currently provide services to youth, seniors, and the dually-diagnosed, as well as individuals recently paroled, those on probation, those eligible for Prop 36, CALWORKS consumers, and the thousands of individuals who voluntarily seek treatment from the pervasive and debilitating effects of substance overuse. These new detoxification-sobering services will be an important addition to the existing system of care.

#### D. ELIGIBLE BIDDERS

All CBOs, nonprofit or for-profit, joint venture, partnership or other groups legally entitled to do business in the State of California are encouraged to submit a Proposal.

Potential Bidders need demonstrable expertise in Behavioral Health Care Treatment, specifically dually diagnosed or those with co-occurring disorders. This expertise must include experience with a population of individuals who have been repeatedly resistant to traditional outreach efforts to begin a process of substance use recovery.

Bidders must submit Proposals to provide Sobering Center Services including the transportation component. Additionally, the proposal must include how the Sobering Center will work cooperatively with the new ACBHCS Residential Social Model Detoxification Program located 20 yards away on the Fairmont Hospital Campus. While the Sobering Center is an independent service from the Residential Social Model Detoxification Program, consumers of either service may benefit from the programmatic components of either service, and a working partnership to protect and benefit the best interests of the consumers is necessary for the success of both programs.

#### E. ELIGIBLE CONSUMERS

All individuals will be eligible for services if they are adult (18 years and older), residents of Alameda County, have been found to need “a safe place to sleep it off” in the Sobering Center setting and have been appropriately screened as not needing a higher levels of services for a particular inebriation episode.

There will be no priority service for any particular city or unincorporated area of Alameda County.

#### F. SERVICE PHILOSOPHY

This new Sobering Center service is to provide a consumer-centered approach to working with people “where they are” rather than “where they should be”. The Sobering Center Services will encourage consumers to set their own goals while continuing to provide support and assistance as their goals change over time. This approach is consumer oriented and focuses on informed choices and creates a partnership between the provider and the consumer. This focus on consumer choice makes this service “user friendly” for active substance users who seek services and it reduces the stigma associated with more traditional programs. The Sobering

Center embodies the “low threshold” principle in which traditional barriers to services are removed, including insisting upon initial commitment to abstinence as the only acceptable goal. These services are more likely to attract active users, to motivate them to begin to make changes in their behavior, to retain these individuals longer in services, and to minimize attrition and dropout rates. From this perspective, addictive habits can be changed one step at a time. Habit change is often an incremental process and any positive change in terms of reducing harmful consequences is considered a “step in the right direction”. The new Sobering Center will incorporate an approach that is considered humanistic, nonjudgmental, and open-minded. The Contractor must actively support this approach in daily operations, in the hiring and training of all staff, and in particular with the consumers who frequently seek services at the Sobering Center.

Evidence/experience indicates that the population to be served will have better outcomes in alcohol and other drug treatment when a continuum of care is provided. This includes the most intensive level of care to achieve stabilization (detoxification services), and supported transition to less intensive levels of care, as the consumer becomes amenable to additional services and treatment. The Sobering Center program provides the setting for the initial exposure to the possibility of change. Access and referral to follow-up services and treatment which supports beginning the recovery process from substance use disorder is a goal of the Sobering Center.

Improved long or intermediate term substance use outcomes are also tied to individuals’ finding permanent housing in the community, receiving mental health services as needed, accessing stable income, and resolving any legal problems. The key in this continuum of services is collaboration inclusive of the client, service/treatment staff, discharge planners and significant others (family, friends, other clinicians, social services, etc.).

One of the greatest challenges in providing services to substance using individuals is recycling through multiple treatment services. Sobering Center services are expected to have a positive affect on all treatment services for this population as well as a more efficient use of limited funds. Sobering Center programs in other counties have positively affected the lives of individuals receiving these services as well as the communities in which they are located by reducing visits to hospital emergency departments, lightening the load on the criminal justice system, and by positively impacting the “revolving door” of health care services that are so costly to maintain.

#### G. FUNDING PARAMETERS

ACBHCS seeks proposals to provide Sobering Center Services for adult residents of Alameda County who are screened to be appropriate candidates for the services available at the Sobering Center facility. There is a maximum of one million dollars (\$1,000,000) annually to be allocated for the daily operations of the Sobering Center detailed in this RFP. The annualized budget should reflect the Contractor’s responsibilities and authority for this program. The awarded contract will be based on the cost of operating the program at full capacity (50 individuals at any one time), 24 hours per day, 365 days per year. It is expected that the awarded contract will commence in December 2007 and continue through June 30, 2008. Contracts entered into thereafter will be renewed on a year-to-year, fiscal year basis, based on availability of funding. The ongoing funding for the Sobering Center Program will be through “Measure A”, a voter initiative, with funding through June 30, 2019.

The Sobering Center Program facility will benefit from shared operating expenses with other ACBHCS Programs located on the Fairmont Campus. The one million dollar (\$1,000,000.) budget will *not* include the following expenses as they will be paid for by the Department: rent, landscaping, refuse collection, utilities (water/sewage, gas, and electric), as well as standard land-line phones (any other phone service will be at the Contractor's expense). However, it is the expectation that the Contractor will pursue all efforts to use these Department paid services in an auspicious and energy efficient manner. Additionally, the partnership with EMS will result in EMS paying the expense of any and all EMTs, the customized vehicles (and their maintenance and upkeep) used for incoming transport, as well as any additional expenses related to the EMT function at the Sobering Center or in transport.

This budget is to include transport driver time for the Contractor's outreach transport vehicles as well as all expenses related to maintaining and operating the two nine (9) passenger departing vans provided by the Department.

Start-up funding parameters: The new Sobering Center facility will be furnished and equipped by ACBHCS. However, minor furnishings, under the \$5,000. capital limit, start-up supplies, and initial staff training prior to the commencement of services will be an allowable expense reimbursed by ACBHCS. All start-up budget line-items, such as hiring, staff training, preparing the facility and purchase of supplies will be submitted to ACBHCS for approval prior to purchase/scheduling.

#### H. PROGRAM REQUIREMENTS

##### **Minimum Requirements: General**

1. Provide a Sobering Center Program with a total capacity of 50 individuals at the newly constructed County owned facility on the Fairmont Hospital Campus. The Contractor must be operational, i.e., able to accept and serve consumers under this contract by December 2007. This start date is conditional on the completion of the remodeling process by November 2007. Delays to construction or delivery of equipment and furnishing will result in, and be resolved through, negotiation between ACBHCS and the awarded Contractor.
2. Provide a Sobering Center Program 24 hours per day, 7 days per week, and 365 days per year that adheres to the philosophy and intent of this new service as stated in this RFP. The Sobering Center will operate as a partnership with County EMS, ACBHCS, and the community to best serve the consumers. It is EMS who will employ all the EMTs at the Sobering Center and in the Transport component. The Contractor is expected to develop, document, and implement procedures with EMS to insure the health and safety of all staff and consumers as the highest priority. This partnership approach will require the Contractor to be flexible and build cooperative mutually beneficial relationship with all the partners to allow for the full potential use of the Sobering Center facility by consumers on an as needed basis.
3. Provide a Sobering Center milieu and/or service approach that is appropriate by language, culture, age, and gender related competencies. The Sobering Center Program is to be seen as a welcoming environment for the population to be served and the community in general. Bilingual or multilingual staffing is preferred. It is expected that the awarded Contractor will become visible to the community, and promptly accept and respond to all inquiries

from individuals and their families and organizations regarding the parameters and policies of the Sobering Center Program.

4. The Contractor is expected to develop, document, and implement procedures with the new Residential Social Model Detoxification Program that will allow for the full potential use of either facility by consumers on an as needed basis. It is the expectation that a cooperative mutually beneficial relationship will be developed between these two new neighboring ACBHCS funded services located on the Fairmont Hospital Campus.

While it is fully acknowledged that the programs at these two facilities are different, a shared responsibility for AOD treatment/services is common to both. On the occasion that staff at the Sobering Center determines that a particular consumer will benefit from a brief orientation, or “just-a-look” visit to the Detoxification facility which may include a meal or snack, it is imperative that the staff at the Detoxification facility assist the consumer in obtaining this brief exposure to Detoxification services. If a Sobering Center consumer is assessed as appropriate for the services at the Residential Social Model Detoxification Program, it is expected that admittance will be processed in a timely manner.

Likewise, if the staff at the Detoxification facility determines that a particular consumer, prior to admittance to the Detoxification facility, would benefit from services provided at the Sobering Center, it is expected that the staff at the Sobering Center will willingly and professionally assist this consumer. Both programs will have the responsibility of developing this relationship with the guidance and assistance of the ACBHCS program monitors.

5. Develop and document procedures and protocols for consumers and staff on their rights and responsibilities, prohibited on-site activities and enforcement methods, grievance and appeal procedures, structures for resolving disputes, daily operations, emergency or back-up procedures, and smoking policies. These procedures and protocols will be kept on file with the ACBHCS Program Monitor and are to be updated as necessary and reviewed with the ACBHCS Monitor not less frequently than once per fiscal year.
6. The Sobering Center will serve a frequently repeating population that is most difficult to engage in services/treatment. These individuals have not made any commitment to participate in any additional services or treatment. The expectation of this new service is that all consumers screened to be appropriate to receive services at the Sobering Center will be welcomed and served with compassion and dignity, regardless of the frequency of their use of the Sobering Center.
7. The Sobering Center will only accept consumers via an approved and authorized multi-source transport system. The Contractor will be responsible for scheduling and approving all incoming and departure transport for consumers at the Sobering Center. It is expected that the Contractor, in partnership with EMS, ACBHCS, and any participating CBOs, will take the lead role in the operations of the transport component as a critical part of the Sobering Center Program.

#### **Minimum Requirements: Intake, Assessment, and Discharge Planning**

1. Promptly and appropriately assess all eligible consumers for services as they arrive at the Sobering Center facility. This will include, but is not limited to, review of the incoming

transport service records on each consumer as well as a new Sobering Center EMT review of the individual. The Intake process is to include identifying any potential problems or complications for each consumer, and resolving them with the health and safety of the consumers and staff as the highest priority. Additionally, determine the level of necessary consumer safety monitoring during the Sobering Center episode to result in a safe experience at the Sobering Center. Entry into the Sobering Center facility is via approved and authorized transport vehicles and the Sobering Center's Assessment/Intake Process only. There will be no walk-ins or unauthorized drop-offs of consumers accepted.

2. Provide written documentation for all admitted consumers indicating that the individual meets the criteria for admission to the Sobering Center Program based on the Assessment/Intake process. The Contractor is responsible for all necessary data collection of each consumer's episode. Due to the inebriated condition of the consumer when they arrive, it may be that some data is collected at the beginning of the episode and the remaining data at the end of the episode. The accuracy and completeness of the data into both the INSYST and Microsoft Access data base is a necessity for the safety of the consumers and the required reporting functions.
3. Orient consumers to the program promptly by establishing a simple and effective process for each Sobering Center episode. The condition of the inebriate presenting for services is such that the consumer receives a resting monitored placement as soon as practically possible.
4. It is the intent of this new service to "begin small and grow gradually to full utilization" in a manner that is safe for consumers and staff and emphasizes the multi-transport component. Details of a Ramp-Up Proposal estimated to meet this goal (see Attachment 16) are included with this RFP. In many ways this will be a "negotiated contract" as it will be the combined efforts of the Contractor, EMS and ACBHCS to closely monitor the start-up process and implement the actual Ramp-Up plan.
5. For consumers who are not admitted, the awarded Contractor will document in writing the specifics of the not-admitted consumer regarding the reasons for the non-admission status including what additional services are suggested and any referral processes to be used. However, this service is intended to serve a frequently repeating inebriated population and all efforts to admit consumers assessed as appropriate for Sobering Center services is expected regardless of the frequency of the consumer's request for services.
6. For all admitted consumers, screen for (or receive screening results for) housing and other service needs: self-reported current or most recent housing, current family social supports and dependents, as well as any special accommodations needed regarding any disability, language, gender, age, faith, or cultural practices to insure a safe Sobering Center episode.
7. Discharge planning is to include all reasonable efforts to identify and secure placement in post-Sobering Center Services/treatment for those consumers amenable to the next level of treatment/services.

All consumers ready for discharge will be reviewed and departure arrangements made and supervised by the Contractor. Only approved authorized departure transport will be permitted. No consumers will be permitted to walk away from the facility or use any unauthorized transport methods.

## I. DELIVERABLES AND REPORTS

1. The selected Contractor will be required to report consumer service data on a monthly basis to ACBHCS. The Sobering Center Program will be assigned a Reporting Unit (RU) number by ACBHCS and will be required to enter client and service information into ACBHCS INSYST information system. Data should be entered on a flow basis and must be completed by the third working day following the month of service.
2. A customized Microsoft ACCESS based tracking system is in development at ACBHCS. This tracking system will be completed with the combined input of the Contractor, EMS, and ACBHCS to be certain that all necessary data is collected and reportable in an easy to use application. The intent of this System is to track consumer use, transport method used, and other demographic data to capture all activities at the Sobering Center. The ACCESS System will be built and maintained by ACBHCS for the use of the Sobering Center Contractor.
3. Produce quarterly narrative reports that include the following:
  - a. Numbers of applicants to the program
  - b. Numbers of admissions to the program
  - c. Length of stay of all admissions
  - d. Discharge plan for all admitted
  - e. Number of consumers from the Sobering Center who “visit” the Residential Social Model Detoxification Program, and number who are admitted.
  - f. Number of consumers referred by the Residential Social Model Detoxification Program to the Sobering Center for services
  - g. Discharge data as required by ACBHCS regarding procedures and policies to place consumer’s in stable housing.
  - h. Any other information requested by the County
3. Produce financial and other documents including the following:
  - a. Monthly reimbursement invoice
  - b. Quarterly financial reports with detailed actual expenditures and revenues
  - c. Year-end cost reports
  - d. Annual audit reports
  - e. Any other information requested by the County
4. Within the first six (6) months of operation, submit to ACBHCS a Procedure and Policy Manual for the Sobering Center Program, with samples of all policies, procedures, and forms.

## J. ORGANIZATIONAL REQUIREMENTS:

1. Bidders must have and document, a record of providing behavioral health care services. Bidders are to include reference materials to support this record including dates of contract, contract entity name and contact information, and reason for contract termination or continuance.
2. Bidders must be able to demonstrate fiscal stability.

3. Bidders should have and document, familiarity with the community, population of likely consumers (repeat inebriates), collaborative programs involving consumers, and service coordination and inter-agency partnerships.

### III. INSTRUCTIONS TO BIDDERS

#### K. COUNTY CONTACTS

1. ACBHCS is managing the competitive process for this project on behalf of the County.
2. The review and evaluation phase of the competitive process shall begin upon receipt of sealed Proposals or Bids until a contract has been awarded, as described below in Calendar of Events and Section Q, Evaluation Criteria/Selection Committee. Bidders shall not contact or lobby reviewers or evaluators during the review or evaluation process. Attempts by a Bidder to contact reviewers or evaluators may result in disqualification of the Bidder.
3. All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by **Wednesday June 13, 2007 by 12:00 noon** to:

Barbara Becker  
 Alameda County Behavioral Health Care Services  
 Administration  
 2000 Embarcadero Cove, #400  
 Oakland, CA 94606  
 E-Mail: [bbecker@acbhcs.org](mailto:bbecker@acbhcs.org)  
 Phone: 510-383-2688  
 FAX: 510-567-8130

4. The Alameda County Behavioral Health Care Services website will be the official notification and posting place for this Request for Proposal, and Addendum. Refer to [www.acbhcs.org](http://www.acbhcs.org) to view current information.

#### L. CALENDAR OF EVENTS

Event and Date	Location and Information
Release of RFP <b>Friday, June 1, 2007</b>	<a href="http://www.acbhcs.org">www.acbhcs.org</a>
Questions regarding any specifications in this Request <b>Wednesday, June 13, 2007</b>	Submit in writing by <b>12:00 noon</b> to: <a href="mailto:bbecker@acbhcs.org">bbecker@acbhcs.org</a>
Mandatory Information Meeting/Bidders Conference <b>Tuesday, June 19, 2007</b>	<b>12:30 – 2:30 p.m.</b> ACBHCS Administration 2000 Embarcadero Cove, Suite 400 Oakland, CA 94606
RFP Addendum issued <b>Friday, June 22, 2007</b>	<a href="http://www.acbhcs.org">www.acbhcs.org</a>

RFP Responses/Bids Due <b>Wednesday, July 11, 2007</b>	No later than <b>12:00 noon</b> to: Attn: Barbara Becker ACBHCS Administration 2000 Embarcadero Cove, Suite 400 Oakland, CA 94606
RFP Review/Evaluation Period <b>Thursday, July 12, 2007 – Wednesday, July 25, 2007</b>	
Bidder Oral presentations to/ Interviews by County <b>July 23, 2007</b>	If necessary
Notice of Award <b>Friday, July 27, 2007</b>	Date approximate
Deadline for Appeal Process <b>Tuesday August 7, 2007</b>	Date approximate
Board Award Date <b>August 14, 2007</b>	Date approximate
Contract Start Date <b>December, 2007</b>	Date approximate

M. MANDATORY INFORMATION MEETING/BIDDERS CONFERENCE AND QUESTION PROCESS

1. One mandatory information meeting/Bidders conference will be held to provide an opportunity for all potential Bidders to ask specific questions about the project, request clarification of any parts of this RFP, and provide the County with feedback regarding the project and the RFP.
2. Written questions submitted by prospective Bidders to ACBHCS before the information meeting/Bidders conference, per the Calendar of Events schedule above, and verbal questions received at the information meeting/Bidders conference will be addressed if possible at the conference. All questions will be replied to, and the list of attendees will be included, in an RFP Addendum following the conference, in accordance with the Calendar of Events.

Potential Bidders are required to attend the information meeting/Bidders conference to obtain information required to assist them in formulating their Bid.

3. The information meeting/Bidders conference will be held:

Tuesday June 19, 2007

**12:30 – 2:30 p.m.**

Alameda County Behavioral Health Care Services  
Administration

2000 Embarcadero Cove, Suite 400, Alameda Room  
Oakland, CA

N. SUBMITTAL OF BIDS

1. All Bids must be SEALED and must be received at Alameda County Behavioral Health Care Services Agency Administration by 12:00 noon on the due date specified in the Calendar of Events.

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

Bids will be received only at the 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 Department's date stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of Bids.

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

Attn: Barbara Becker  
Alameda County Behavioral Health Care Services Agency  
Administration  
2000 Embarcadero Cove, #400  
Oakland, CA 94606

3. Bidders are to submit an original plus thirteen (13) copies of their proposal. The original Proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, not bound.
4. Bidder's name and return address must appear on the mailing package.
5. No electronic, telegraphic or facsimile Bids will be considered.
6. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its Bid.
7. All costs required for the preparation and submission of a Bid shall be borne by Bidder.
8. Only one Bid, Proposal or Response will be accepted from any one person, partnership, corporation, or other entity.

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

9. It is the responsibility of the Bidders to clearly identify information in their Bids that they consider to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
10. All other information regarding the Bids will be held as confidential until such time as the County Selection Committee has completed their review and evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the Contractor to be awarded this project.

11. It is the responsibility of the Bidder to be familiar with all of the specifications, terms and conditions of this RFP and with the ACBHCS website. By the submission of a Bid, the Bidder certifies that if awarded a Contract they will make no claim against County based upon ignorance of conditions or misunderstanding of the specifications.

O. REQUIRED BID FORMAT AND CONTENT

1. In order for Bids, proposals or responses to be considered complete, Bidder must provide all information requested and in the format described in this Section O. See Attachment 17, Response Content and Submittals, Completeness Checklist.
2. Bids are to be straightforward, clear, concise and specific to the information requested.
3. Bids must be signed in ink by the person or persons authorized to execute the proposal on behalf of the Bidder.
4. Bidders shall provide all of the Bid documentation, exhibits and attachments listed in this Section O as specified below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined per County's sole discretion.
5. All original pages from the Bidder (not including forms, attachments or exhibits) should be printed in 12-POINT TIMES NEW ROMAN font with 1 INCH MARGINS. Each original page should have a left header that reads "Sobering Center Services," a left footer that is the bidder's name, and a right-footer page number.
6. Section Q, Evaluation Criteria and Selection Committee, provides a precise description of the point system that will be used by reviewers to evaluate Bids. Bidders should reference this section as they write their proposals.
7. The content and sequence for each required Bid is as follows:

Title Page:

RFP title, legal name and address of Bidder entity, name of the Bidder's contact person (for all matters regarding the RFP response), telephone number and date Bid submitted.

Table of Contents:

Reflect individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections. **Attachments should be placed at the end of the proposal and clearly labeled and organized in the order of appearance in the narrative. Each section of the narrative in which an attachment is referenced should reflect the title and page number of that attachment.**

Cover Letter:

Include all of the following on agency letterhead.

- a. Bidder's organizational structure (e.g. corporation, partnership, limited liability company, etc.); and that of any proposed subcontractor;
- b. The jurisdiction in which Bidder is organized and the date of such organization;

- c. The address of Bidder's headquarters, any local office or offices involved in the Bid Proposal; and the addresses/locations where the actual services will be provided;
- d. Bidder's Federal Tax Identification Number; and that of any proposed subcontractor;
- e. The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to County, with regards to the RFP response, with authorization to make representations on behalf of and to bind Bidder;
- f. A representation that Bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP; or, written proof that they are taking necessary steps to obtain the necessary licenses, permits, certifications, approvals and other items;
- g. An acceptance of all conditions and requirements contained in this RFP;
- h. The agency's executive director or designated board member must sign this letter.

Executive Summary:

A brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. The total funds being requested should be stated. This synopsis should not exceed two (2) pages in length and should be easily understood.

8. Services Narrative

This section of the Proposal must contain, in order, all that is listed below in **a** through **c**. All attachments referred to below in **a** through **c** should be placed at the end of the proposal and listed in the table of contents.

No more than fifteen (15) pages are allowed for the portion of the proposal addressing **a** through **c** below.

A. Services Description:

- (1) Knowing that the Sobering Center is a partnership with County EMS, and that some procedures and policies will be developed together, define the basic operating plan for the Sobering Center Program from the Contractor's perspective. Include the number of shifts and staffing per day, and any emergency or back up procedures. Include how you will insure adherence to policies and procedures in daily operations and training, as well as during emergencies, and any start-up time-line if necessary.
- (2) Provide a plan on how you will build a successful working partnership with all partners, and particularly EMS in regards to the Ramp-Up Proposal (Attachment 16) and general daily operations at the Sobering Center. Include any definitions of reciprocity, limitations, and responsibility, as well as procedures that you deem in the best interest of the consumers and staff.
- (3) Knowing that the Sobering Center is a partnership with County EMS, and that some procedures and policies will be developed together, define your Intake/Assessment process for all potential consumers presenting for

admittance. Include admitting criteria and any methods or tools used to determine suitability for Sobering Center Services, the monitoring process to be used to insure health and safety of all consumers and staff, and any methods you will use to determine if a consumer's observable medical condition indicates that higher levels of medical services may be more appropriate.

Include classification and credentials of the staff who will administer and interpret the Intake/Assessment process. Define how special consumer concerns regarding language, culture, age, or gender, will be addressed, as well as your process to safely and promptly place the consumer in the restful monitored status that this service provides.

Define your policy and procedures for any consumers who are not admitted or otherwise determined not to be candidates for the Sobering Center Program; include your referral policy if any.

- (4) Define your policy and procedures for consumers who you determine to be candidates for the Residential Social Model Detoxification Program, or are interested in at least exploring that possibility of this service. Include factors that determine the consumer's readiness for post-Sobering Center Services and any variations in your approach for consumers who are receiving Sobering Center Services for the first time, or those who frequently receive services at the Sobering Center.

Include an outline of the criteria significant to the operations of the Sobering Center Program, as it will apply or effect the Residential Social Model Detoxification Program. Define the parameters of the relationship to be established between the Sobering Center and the Residential Social Model Detoxification Program. Include any definitions of reciprocity, limitations, and responsibility, as well as procedures that you deem in the best interest of the consumers and staff.

- (5) Describe the parameters, procedures or policies you will establish to build successful relationships with all incoming transport components to maintain a safe population at the Sobering Center with all transportation well managed. All transport components described in Attachment 16 should be included as well as your methods to successfully maintain only approved transport services. Specify how you will effectively manage any unauthorized transport. Include how the staff will monitor and manage the multiple transport components and maintain a safe, and when appropriate, fully utilized Sobering Center.
- (6) Define the parameters of your departure transport process including how you will insure that all consumers are transported safely and in a timely manner to follow-up services (on the occasions the consumer's are amenable to these options), or returned to the communities from which they originated prior to the particular stay at the Sobering Center. Include how you will establish and maintain successful working relationships with other CBOs to assist consumer in their access and placement to post-Sobering Center services including housing, mental health and medical services, employment counseling, and other related services for this substance use population

#### B. Program Operations:

- (1) Define your Sobering Center Program philosophy as it will be applied at the new County facility on the Fairmont Hospital Campus (expecting a consistent capacity of 50 adults), anticipating a December 2007 start date. Include your interpretation of applying the overall philosophy with the health and safety of the consumers and staff as the highest priority.
- (2) Describe how you will provide a Sobering Center milieu that is welcoming for the consumers and is appropriate by language, culture, age, and gender related competencies as well as encourages staff retention. Include how you will respond to all inquires from individuals and their families, or organizations from within the community regarding the parameters and philosophy of this program.
- (3) Define the role and policy of any volunteer staffing, or positions to be filled by any non-paid staff, including minimum experience requirements, length of continuous sobriety if pertinent, and position title, work site or responsibility limitations.
- (4) Define the credentials for all Contractor staff positions by position title and for any non-credentialed staff, the minimum experience or other requirements per position title. Include job descriptions and responsibilities, level of supervision for all positions, and note which positions, if any, require staff to be certified by the California State Department of Alcohol and Drug Programs as well as how each position will interact with the EMTs.
- (5) Describe your experience connecting individuals who are homeless with stable housing. Additionally, describe your plans and implementation efforts to refer consumers to stable housing possibilities.
- (6) Describe your process for discharge planning and referral for any post-Sobering Center Services for those consumers amenable to this option. Include policies or procedures for those individuals interested in substance use treatment, mental health or primary care services, housing possibilities, and other existing services for this population. Include processes and procedures for consumers who are not amenable to post-Sobering Center Services.

#### C. Organizational Capacity & Experience

- (1) Define how you will orient consumers to the program and the functions of the consumer's stay at the Sobering Center. Include any potential sharing of consumer information to other referring agency, the program's rules and expectations of consumers, consumers' rights, any fees, waivers of welfare benefits or required financial eligibility, as well as the program's ability to meet cultural, language, gender related, age, disability, or special needs of the consumers.
- (2) Define your experience within the last three (3) years, and include historical relationships and any new processes you will implement to benefit consumers regarding the new Sobering Center Services:
  - a. with other contracted ACBHCS AOD providers for the on-going treatment of substance overuse consumers.
  - b. with other contracted (including ACBHCS) Alameda County CBO providers for other than AOD services for the assessment, or treatment of co-occurring illnesses, mental health, primary care, housing, or other related services.

- c. with non-County contracted CBO providers both within Alameda County and in neighboring counties for the ongoing treatment of substance overuse, including, if any, Sobering Center Services, assessment or treatment of co-occurring illnesses, mental health, primary care, housing, or other related services to benefit consumers in their communities.
  - d. with any program or organization you operated that is a consumer-oriented approach and serves consumers “where they are” rather than “where they should be”. Include how this consumer-oriented services implemented “a step in the right direction” philosophy.
- (3) Define any experience your organization has operating transportation services for this population, or other substance overuse related services. Include dates of operation, geographic areas covered, number and type of vehicles used, and staffing credentials for transport drivers. Include any law enforcement reported accidents, citations, or charges within the last three years involving these consumer transportation services and status of resolution if applicable.
- (4) Describe the expertise within your organization with the following:
- a. Serving a population for this program that has been repeatedly resistant to behavior changes. Include how cultural competency issues, co-occurring disorders, and social problems such as legal involvement and homelessness are addressed. Refer to Section P. Cultural Competency Guidelines on page 25 will be implemented.
  - b. Collaboration, including at the consumer service level and the inter-agency level.
- (5) Describe the project, staffing and reporting relationships, clearly and specifically detailing the roles and responsibilities of all staff involved in the Sobering Center Program. Include descriptions of how the program will relate to the existing organization(s). Provide an organizational chart that presents the total organizational structure/s and where this program would reside within that structure(s) as an attachment at the end of the proposal.
- (6) Describe the mission, history, and programs of your organization, attach proof of legal status and list of directors, top managers, and Board members as an attachment at the end of the proposal.
- (7) Describe your experience with any Microsoft ACCESS Based tracking systems, for a program similar in size and scope to the Sobering Center, or your plan for implementing this new system to track all Sobering Center activities.
9. Strategies for Quality Improvement

This section of the Proposal must contain, in order, all that is listed below in **a** through **d**. No more than three (3) pages are allowed for the portion of the proposal addressing **a** through **d** below.

- a. Using a chart or table, explain the retention history in your organization, of all paid staff per position and individual name (this information will be confidential) within the past three (3) years.
- b. Describe how you will address strategies to improve staff retention.

- c. Describe how the results of your data collection will effect the overall quality improvement of the program.
  - d. Describe how you will incorporate lessons learned from your program experience into program improvements/changes.
10. References (Attachment 2 and 3)

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

Bidders are to provide a list of three (3) current and three (3) former organizational contracts on Attachment 2 and 3, attached hereto. References must be satisfactory as deemed solely by County. Contracts should have similar scope, volume, and requirements to those outlined per these specifications, terms and conditions. As the Sobering Center is a new services in Alameda County, and the greater Bay Area, a broader view of similar services will be used in evaluating the references. Reference information is to include:

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

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

11. Fiscal Management and Controls

- a. **Bidders who have not contracted with Alameda County Behavioral Health Care Services** must describe the fiscal management experience of the contractor and describe the fiscal controls that will be used for this project. One (1) page is allowed. The fiscal agent must have knowledge of general accepted accounting principles (GAAP), and the ability to maintain accountability for contract funds. Please include as an attachment at the end of the proposal the last three audited annual financial statements (if none, then a financial statement for most recently completed fiscal year); if there are any findings in the audit submitted, please provide a response to all findings with steps taken to address them.

**Bidders who have an existing contract with Alameda County Behavioral Health Care Services**, describe your fiscal management experience and the fiscal controls that will be operational for this project.

12. Budget Form

- a. The annualized cost of the proposed program should be detailed on the forms contained in Attachment 9-Exhibit B: Budget Worksheets and must be downloaded as Excel files at <http://www.acbhcs.org>. These forms should be filled out and submitted in hard copy. One CD labeled with the Bidder's name, with an electronic copy of the Excel file of completed Exhibit B, should also be submitted at the end of the proposal.
- b. All Bidders must submit an annualized fully operational budget for this program reflecting the proposed expenses for a one year period. A separate budget must be provided for start up costs. The unit of service for this project will be a day of operations; any calendar day in which services are provided to consumers. The costs for the staffing and operating expenses of the transportation component should be incorporated. The Sobering Center rate will include Contractor supported transportation services as detailed in the Ramp-Up Plan (Attachment 16). All contract periods will be on the fiscal year with the first contract period prorated as necessary.
- c. All Bidders must submit a separate budget that should include estimated costs for the start-up period. The start-up period may not exceed ninety (90) days prior to the first consumer admitted to the program. The start-up budget will be reimbursed on an actual cost basis.
- d. Capital Expenditures: Improvements to land, buildings or equipment, which materially increase the value of the property or appreciably extend its useful life, are not allowable as direct cost and must be depreciated. As this is a new County building on County property, it is unlikely that any capital expenditures will occur. Regardless, there must be prior written approval by the ACBHCS Program and Fiscal Liaisons.
- e. Equipment Purchase: Equipment having a useful life of three or more years with an acquisition cost of \$5,000 or more per unit must be capitalized. There must be prior written approval by the ACBHCS Program and Fiscal Liaisons.
- f. Fees: Any treatment program funded under this contract shall assess fees to participants in the program in accordance with Section 11841 et seq. (alcohol) and Section 11991.5 et seq. (drug) of the Health and Safety Code. Any and all applicable third party medical, hospital or other insurance coverage, or any other benefit program, etc. available to the client shall be utilized to offset any reimbursable services thereunder.

#### 13. Evidence of Insurance (Attachment 4 and 5)

Certificates of insurance are required, per Attachment 4 or 5, from a reputable insurer evidencing all coverages required for the terms of any contract that may be awarded pursuant to this RFP. Contractor awarded contracts under this Bid must name the County as additional insured on certificate of insurance as specified in either Attachment 4 or 5.

#### 14. Disclosure Statement

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

- a. A statement of whether the proponent agency is now or has ever been the subject of a public or private audit or special investigation due to potential or alleged financial, management, or program improprieties or other irregularities.
- b. A statement of whether the proposed administrative staff has ever been the subject of, or been employed by an agency that was the subject of a public or private audit or special investigation due to potential or alleged financial, management, or program improprieties or other irregularities.
- c. A statement of whether a member of the Board of Directors or the proposed program has been a member of the Board of Directors of an agency that has been the subject of a public or private audit or special investigation due to alleged improprieties or other irregularities.
- d. A statement providing information regarding all contracts for public funds that have been cancelled, terminated, or not renewed within the last five years, including the public funding agency's name, address, and telephone number.
- e. A statement providing information on all pending or threatened litigation involving the proponent agency and any of its partners, principals, directors, or employees.

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

15. Additional required Attachments to be included in the Bid response;

- Attachment 1, Acknowledgement, must be signed and returned.
- Attachment 2, Current References (Contracts with Agencies)
- Attachment 3, Former References (Contracts with Agencies)
- Attachment 9, Budget-Exhibit B-worksheets and CD
- Attachment 11, SLEB Certification Application Package, completed, signed, required documentation attached (applicable to a small or emerging business, located within the boundaries of Alameda County, seeking certification).
- Attachment 12, Small Local Emerging Business (SLEB) Subcontracting Information Sheet, must be completed and signed.
- Attachment 13, Request for Preference for Local Business and Small Local or Emerging Local Business, completed and signed. If applying for local preference, submit the following:
  - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
  - Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.
- Attachment 14, First Source Agreement, must be completed and signed (applicable to contracts over \$100,000).
- Attachment 15, Occupancy Agreement, signed
- Attachment 16, Ramp-Up Proposal
- Attachment 17, Response Content and Submittals Checklist

P. CULTURAL COMPETENCE GUIDELINES

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

1. Experience or track record of involvement with the population to be served - The applicant organization should have a documented history of positive programmatic involvement with the population/community to be served; e.g., a history of involvement with the substance use population of Alameda County.
2. Training and Staffing - The staff of the organization should have training in gender/age/cultural competence. Attention should be placed on staffing the program with persons who are familiar with, or who themselves are members of the population/community.
3. Language - If an organization is providing services to a multi-linguistic population, there should be multi-linguistic resources, including use of skilled bilingual and bicultural individuals whenever a significant percentage of the target population/community is more comfortable with a language other than English.
4. Materials - It should be demonstrated that material and products, such as audio-visual materials, public service announcements, training guides and print materials to be used in the project, are gender/age/culturally appropriate or will be made consistent with the population/community to be served.
5. Evaluation - Program evaluation methods and instrument(s) should be appropriate to the population/community being served. There should be rationale for the use of the evaluation instrument(s) that are chosen, and the rationale should include a discussion of the validity of the instrument(s) in terms of the gender/age/culture of the group(s) targeted. The evaluators should be sensitized to the culture and familiar with the gender/age/culture whenever possible and practical.
6. Community Representation - The population/community to receive services should be a planned participant in all phases of program design. There should be an established mechanism to provide members reflective of the population with opportunities to influence and shape the program's proposed activities and interventions. A community advisory council or board of directors with decision-making authority should be established to affect the course and direction of the proposed program. Members of the community should be represented on the council/board.
7. Implementation - There should be objective evidence/indicators in the application that the applicant organization understands the cultural aspects of the community that will contribute to the program's success and which will avoid pitfalls.
8. Proposals should demonstrate cultural competence throughout the program plan and report any incidents, complaints, to ACBHCS.

Q. EVALUATION CRITERIA AND SELECTION COMMITTEE

## 1. Selection Committee

All Bids/Proposals received by the due date and marked as complete in meeting the qualification requirements set forth in this RFP will be reviewed and evaluated by a County Selection Committee, in accordance with the Calendar of Events, Section L above.

As the Sobering Center is a new service, the County Selection Committee may be composed of County staff and other parties who may have expertise or experience in the operation and administration of Sobering Center Programs and/or other alcohol, drug, and mental health services relevant to the population to be served.

All contact during the review and evaluation phase shall be through the Alameda County Behavioral Health Care Services Administration only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the County Selection Committee may result in disqualification of Bidder.

## 2. Review and Evaluation

The County Selection Committee will review and evaluate the Bids/Proposals in accordance with the Evaluation Criteria set forth below. The evaluation of the Bids/Proposals within these Evaluation Criteria shall be within the sole judgment and discretion of the County Selection Committee.

Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

The County reserves the right to request oral presentations from, or interview with, the organizations with the highest ranked proposal/s and to re-score the evaluation on the basis of those presentations or interviews.

The RFP Sections below correspond with Section O, Required Bid Format and Content. The possible maximum points of each should be used by the Bidder as a guide to prioritize their responses.

<b>BID SECTION</b>	<b>POSSIBLE POINTS</b>
<b>TITLE PAGE</b>	These sections of the bid response will not be scored on a point basis. However, completion of these sections in a satisfactory manner will be required for the remainder of the bid to be scored.
<b>TABLE OF CONTENTS</b>	
<b>COVER LETTER</b>	
<b>EXECUTIVE SUMMARY</b>	

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria. Each responsive proposal will receive a rating between zero (0) and two hundred and nine (209) points. The following provides the Specific Evaluation Rating Criteria for the proposed services.

<b>1. SERVICES DESCRIPTION</b>		<b>Possible Points</b>
<b>A. Operating Procedures</b>	Bidder's operating plan is comprehensive and detailed in describing and tracking all programmatic and staffing elements and includes effective emergency and contingency procedures.	8
<b>B. Partnership with County EMS</b>	<p>Bidder has the flexibility, and demonstrates the understanding, knowledge and experience necessary to build a successful partnership with EMS to best utilize the Sobering Center experience for each consumer on each stay.</p> <p>Bidder's plan for implementing the Ramp-Up Proposal includes clearly the responsibilities and limitations to insure that the health and safety of staff and consumers is the highest priority.</p>	8
<b>C. Screening/ Intake/ Assessment</b>	<p>Proposed screening process (including the partnership with EMS) is comprehensive and demonstrates Bidder's experience and expertise in effectively identifying all consumer and safety needs relative to the program.</p> <p>Policies and procedure ensure that specific groups are not regularly excluded from treatment.</p> <p>Proposed Intake/Assessment process is comprehensive and demonstrates Bidder's experience and expertise in implementing a Sobering Center Services Assessment/Intake process that is understood by the consumer and is sensitive to all cultural, age, linguistic and gender considerations. Staff has appropriate and sufficient experience, education, knowledge of the population to be served to effectively implement this. Safety of each individual and staff person is given high priority.</p>	7
<b>D. Service Procedures</b>	<p>Each consumer's stay at the Sobering Center demonstrates the Bidder's experience and expertise in a wide array of referral services for those consumers amenable to post-Sobering Center Services. Staff has appropriate and sufficient, experience, knowledge, and education to effectively implement this service.</p> <p>Bidder's monitoring process effectively tracks each consumer's stay at the Sobering Center to insure a safe Sobering Center experience for each consumer each and every time. Consumers who are regularly served are monitored as "first time every time" to insure their safety.</p> <p>Consumers are involved in an appropriate and meaningful way throughout the process. Process accounts for what to do with individuals found to be not appropriate for service on any give occasion.</p>	7
<b>E. Coordination with the Residential Social Model Detoxification</b>	Listed parameters demonstrate a clear understanding of the relationship between the Sobering Center and the Residential Social Model Detoxification Program. Parameters are creative and leverage resources of both programs without compromising the fidelity of either program or the safety and security of	6

<b>Program</b>	consumer and staff.	
<b>F. Incoming Transport Services</b>	<p>Bidder has full understanding of the intent and components of the Ramp-Up Proposal and represents his/her role as the lead coordinator for this critical component of the Sobering Center.</p> <p>Bidder has evidenced parameters and necessity of safely and promptly scheduling and coordinating all incoming transport services for all consumers emphasizing their health, safety, and in recognition that no consumers are to arrive at the Sobering Center via unauthorized transportation.</p>	7
<b>G. Departing Transport Services</b>	<p>Bidder has full understanding of the intent and components of the Ramp-Up Proposal and represents his/her role as the lead coordinator for this critical component of the Sobering Center.</p> <p>Bidder has evidenced parameters and necessity of safely and promptly scheduling and coordinating all departing transport services for all consumers emphasizing their health, safety, and in recognition that no consumers are to “walk away” from the Sobering Center via unauthorized transportation regardless of the consumer’s destination.</p> <p>Relationships with post-Sobering Center Services are well defined and established and meet the needs of the population served.</p>	7
	<b>Total Possible Points for this Section</b>	<b>50</b>
<b>2. PROGRAM OPERATIONS</b>		<b>Possible Points</b>
<b>A. Program Philosophy</b>	<p>Bidder demonstrates knowledge and experience in implementing a program that adheres to their stated Sobering Center philosophy. Consideration for the number of consumers to be served is evident.</p> <p>Bidder demonstrates experience and commitment to policies and procedures which insures the use of consumer-oriented services emphasizing meeting the consumer “where they are” rather than “where they should be”.</p>	10
<b>B. Community Responsiveness</b>	Bidder demonstrates experience providing a program that is well connected to the community, and effectively incorporates community inquiries regarding program parameters, limitations, and philosophies.	7
<b>C. Cultural Competency</b>	Bidder describes a service context that is sensitive to the diverse cultural, language, age, and gender needs of the population to be served. Bidder provides information on staff retention history in delivering these services in the past three years. An organized and responsive plan for communication to all interested parties is described.	6
<b>D. Volunteers</b>	Volunteers have appropriate and sufficient orientation, experience and training to effectively participate in this service model. Volunteer job descriptions are comprehensive, easy-to-understand, and emphasize appropriate responsibilities and	5

	limitations.	
<b>E. Staff Qualifications</b>	Staff has appropriate and sufficient education, experience and licensure to effectively deliver this service model. Job descriptions are comprehensive, easy-to-understand and describe appropriate responsibilities and limitations, and can be published as presented.	6
<b>F. Housing Referrals</b>	Bidder has experience, policies and procedures treating homeless individuals and referring/providing stable housing opportunities when appropriate, as part of discharge planning.	6
<b>G. Discharge Planning Procedures</b>	Consumer discharge procedures include effective, protocols, and referrals (when appropriate) to post-Sobering Center Services such as substance use treatment, mental health or primary care services, housing, and other services to assist this population.  Discharge procedures, whether consumer-initiated, or staff determined, are clearly defined with an emphasis on clear communication with the consumer on any additional services/treatment availability.	10
	<b>Total Possible Points for this Section</b>	<b>50</b>
<b>3. ORGANIZATIONAL CAPACITY &amp; EXPERIENCE</b>		<b>Possible Points</b>
<b>A. Behavioral Health Care Experience</b>	Proposed consumer orientation and daily operations plan is comprehensive and demonstrates bidder's experience and expertise in implementing a service process that is clearly understood by the consumer, knowledgeable and well developed within a behavioral health care model, and is sensitive to all cultural, age, linguistic and gender considerations. Staff has appropriate and sufficient education, experience, and licensure to effectively implement this program. Safety of each individual and staff person is prioritized, especially those consumers who frequently repeat services and are not committed to any follow-up services.	9
<b>B. Provision of the Sobering Center</b>	Bidder has historically performed at a greater than satisfactory level in participating within: a) The ACBHCS AOD Provider Network for the delivery of AOD Services. b) The County (including but not limited to ACBHCS) Provider Network for the delivery of other than AOD services. c) Non-County contracted Providers within the County and neighboring counties for the on-going treatment of substance overuse, including Sobering Center Services. d) Consumer-oriented services that meet an individual "where they are" rather than "where they should be".  Bidder effectively demonstrates the design and implementation plan of new strategies to be implemented within the network to insure the success of this new program.	8

<b>C. Provision of Transportation Services</b>	<p>If Bidder has experience, Bidder has performed at a greater than satisfactory level in delivering specified transportation services with all previous and current funders. All accidents, citations or charges within the past three (3) years are fully disclosed with resolution included.</p> <p>If bidder does not have experience, a comprehensive plan is described.</p>	5
<b>D. Knowledge of Population</b>	<p>Bidder has line staff, supervisor-level staff and administration-level staff with extensive experience in delivering these services to specified target population. Project structure and staff reporting relationships detail roles and responsibilities clearly and appropriately. Organization meets or exceeds Cultural Competency guidelines.</p> <p>Bidder clearly demonstrates how this additional new service fits in with the existing organization in a beneficial manner.</p>	4
<b>F. Financial ability/stability</b>	Bidder's budget(s) are inclusive of all requirements as stated in this RFP and demonstrate knowledge and ability required for control and reporting of appropriate expenditures.	9
<b>G. Mission &amp; History</b>	Specified information is easy to understand.	4
<b>Microsoft ACCESS Based Tracking System</b>	Bidder has full understanding of the necessity, and a plan to implement the Tracking System for all Sobering Center activities in a complete and timely manner.	6
	<b>Total Possible Points for this Section</b>	<b>45</b>
<b>4. QUALITY IMPROVEMENT PLAN</b>		<b>Possible Points</b>
<b>Staff Retention Plan</b>	Evidence for the success of retention strategies is provided.	5
<b>Quality Improvement</b>	Quality Improvement plan utilizes regular and thorough analysis of data.	5
<b>Evaluation &amp; Feedback</b>	Bidder provides examples of how program implementation improves with continuous evaluation and feedback.	5
	<b>Total Possible Points for this Section</b>	<b>15</b>
<b>5. FISCAL MANAGEMENT &amp; CONTROLS</b>		<b>Possible Points</b>
<b>Fiscal Management Experience</b>	Bidder providence of knowledge in GAAP and ability to maintain accountability for contract funds.	5
	<b>Total Possible Points for this Section</b>	<b>5</b>
<b>6. FINANCE &amp; BUDGETING</b>		<b>Possible Points</b>
<b>A. Annualized Budget</b>	Bidder's annualized budget is inclusive of all requirements as stated in this RFP and demonstrates knowledge and ability required for control and reporting of appropriate expenditures.	10

<b>B. Start-Up Budget Appropriate</b>	Bidder's start-up budget is inclusive of all requirements as stated in this RFP and demonstrates knowledge and ability required for control and reporting of appropriate expenditures.	2
<b>C. Staffing Consistent with Program Design</b>	Program has sufficient connection within existing organization to ensure appropriate support, oversight and quality improvement.	9
<b>D. Proposed Fee Collection Schedules and Policies</b>	Bidder's proposed fee collection schedule and policy meets stated requirements of this RFP and has implementation methods clearly defined.	4
	<b>Total Possible Points for this Section</b>	<b>25</b>
<b>TOTAL POINTS, SECTIONS 1-6.</b>		<b>190</b>
<b>7. OTHER</b>		
<b>Alameda County Vendor</b>		<b>5% of Total</b> 9.5
<b>Small, Local and Emerging Business certified</b>		<b>5% of Total</b> 9.5
<b>TOTAL POSSIBLE POINTS</b>		<b>209</b>

R. CONTRACT EVALUATION AND ASSESSMENT

During the first year of the contract, and after that as determined by ACBHCS, designated individuals will meet with the Contractor to evaluate performance and to identify any issues or potential problems. These individuals may include ACBHCS staff, a Task Force established by the Detox Advisory Board, and the Measure A Oversight Committee.

The County reserves the right to determine, in its sole discretion, (a) whether Contractor has complied with all terms of this RFP and (b) whether any problems or potential problems with the proposed service were evidenced which make it unlikely (even with possible modifications) that such proposed service has met the County requirements. If, as a result of such determination the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and/or services as contracted for therein, the Contractor will be notified of contract termination effective thirty days (30) following notice of termination. Contractor shall be responsible for the return of any capital items such as furniture and equipment purchased by the County directly through this contract. The County will have the right to invite the next highest ranked Bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

S. NOTICE OF AWARD

1. Alameda County Behavioral Health Care Services (ACBHCS) intends to award a contract to the Bidder whose Proposal presents the greatest value, based on a point scoring system described above in Section Q, Evaluation Criteria and Selection Committee. ACBHCS

may award the contract to a Bidder whose Proposal is scored as higher in quality rather than to a Bidder whose Proposal has a lower budget.

2. At the conclusion of the RFP response evaluation process, all Bidders will be notified in writing by certified mail, return receipt requested, of the contract award recommendation, if any, of Behavioral Health Care Services. The document providing this notification is the Notice of Award.

The Notice of Award will provide the following information:

- The name of the Bidder being recommended for contract award and,
  - The names of all other Bidders.
3. Debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offerer's Bid.
    - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder, etc.
    - b. Debriefing may include review of successful Bidder's proposal with the exception of any materials identified in this proposal as confidential.

#### T. BID PROTEST/APPEALS PROCESS

Behavioral Health Care Services prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the Bid process or appeal the recommendation to award a contract for this program.

Any bid protest must be submitted in writing to the Director of Behavioral Health Care Services, Alameda County Behavioral Health Care Services, Administration, 2000 Embarcadero Cove, #400, Oakland, CA 94606 .

1. The Bid protest must be submitted before 5:00 p.m. of the seventh (7th) business day following the date of the Notice of Award.
  - a. The Bid protest must contain a complete statement of the basis for the protest.
  - b. The protest must include the name, address and telephone number of the person representing the protesting party.
  - c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. At a minimum, those parties listed in the Notices of Award/Non-Award shall be notified of such protest and the specific grounds therefore.
  - d. The procedure and time limits are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid Protest.
2. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code claim or legal proceedings.
3. Upon receipt of written protest/appeal the Director, BHCS will review and provide an opportunity to settle the protest/appeal by mutual agreement, schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) business days of the review date.

- a. Responses will be issued and/or discussed at least five (5) business days prior to the Board hearing date.
  - b. Responses will inform the Bidder whether or not the recommendation to the Board is going to change.
3. The decision of the Director, BHCS may be appealed to the Director, Health Care Services Agency (HCSA). All appeals to the Director, (HCSA) shall be in writing and submitted within five (5) business days of notification of decision by the Director, BHCS.
4. The decision of the Director, HCSA is the final step of the appeal process.

#### **IV. TERMS AND CONDITIONS**

##### **U. TERM/TERMINATION/RENEWAL**

1. The term of the contract, which may be awarded pursuant to this RFP, will be approximately seven (7) months. December 2007 – June 30, 2008, and will be prorated as appropriate. Thereafter, the term of the contract will run on the fiscal year and shall continue year to year provided funding is allocated by the County Board of Supervisors, until terminated in accordance with the agreement.
2. Termination for Cause: If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated, or will violate, any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.
3. Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain not disbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).
4. Termination without Cause: County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.
5. Termination by Mutual Agreement: County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

##### **V. AWARD**

1. Proposals will be evaluated by a committee and will be ranked in accordance with RFP Section Q, entitled Evaluation Criteria and Selection Committee.

2. The committee will recommend award to the Bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Bidder with the lowest price.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any attachments attached hereto and to waive informalities and minor irregularities in responses received.
4. The County has the right to decline to award this contract or any part thereof for any reason.
5. Board approval to award a contract is required.
6. Contractor shall sign an acceptance of award letter prior to Board approval. A Master Contract must be signed following Board approval.
7. Final Master Contract terms and conditions will be negotiated with the selected Bidder. Attachment 8 contains the Master Contract boilerplate.

#### W. METHOD OF ORDERING

1. A Master Contract and accompanying Exhibit A – Program and Performance Requirements and Exhibit B - Budget and Terms and Conditions of Payment will be issued upon Board approval.
2. POs and payments for products and/or services will be issued only in the name of Contractor.

#### X. INVOICING

1. Contractor shall invoice the requesting department monthly in arrears, unless otherwise advised, upon satisfactory performance of services.
2. Payment will be made upon receipt of invoice and upon complete satisfactory performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Contractor shall utilize standardized invoice upon request.
5. Invoices shall only be issued by the Contractor who is awarded a contract.
6. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the Master Contract.
7. Payment shall be made based on monthly invoices supported by utilization reports from ACBHCS information system pursuant to the terms and conditions set forth in Exhibit B of the Master Contract. Sums not so paid shall be retained by County. In addition, Contractor will be required to submit an annual cost report at the end of each fiscal year to be used as final settlement between the County and Contractor. The cost report settlement shall be subject to audit by Federal, State, County or independent auditors.

8. Contractor shall submit all claims for reimbursement under the Master Contract within forty-five (45) days after the ending date of the agreement. Any claims submitted after forty-five (45) days following the ending date of the agreement may not be subject to reimbursement by the County.
9. Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds, as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

#### Y. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed Bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible Bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFP. See Attachment 13.
2. Small and Emerging Locally Owned Business: A small business for purposes of this RFP is defined by the United States Small Business Administration as having no more than \$29,000,000.00 in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County is one having annual gross receipts of less than one-half (1/2) of the above amount over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions, Application and Affidavit) has been attached hereto as Attachment 11 and must be completed and returned by a qualifying contractor.

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

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

- a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) Bid preference, in addition to that set forth in paragraph 1., above, for a total Bid preference of

ten percent (10%). However, a Bid preference cannot override a State law, which requires the granting of an award to the lowest responsible Bidder.

- b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a Bid preference and must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder's total Bid amount in order to be considered for the contract award. Bidder, in its Bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.

Direct patient care costs may be exempt from the SLEB requirements. If the prime contractor(s) intends to subcontract any portion of the direct patient care, the prime contractor(s) must incorporate the SLEB requirements specified above in their proposal.

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

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

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

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

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

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

Contractors awarded contracts for goods and services in excess of One Hundred Thousand Dollars (\$100,000) as a result of this RFP are required to provide Alameda County with

ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Contractor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor's specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

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

Bidders are required to complete, sign and submit in their Bid response, the First Source Agreement that has been attached hereto as Attachment 14, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFP. Attachment 14 will be completed and signed by County upon contract award and made a part of the final contract document.

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

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

#### Z. CONTRACT MANAGER/SUPPORT STAFF

1. Awarded contractor shall provide a competent contract manager who shall be responsible for the County contract. The contract manager shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Awarded contractor shall also provide adequate, competent support staff who shall be able to serve the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract and services offered and able to identify and resolve quickly any issues regarding the program.
3. Contract manager shall be familiar with Federal, State and County standards and work with the Behavioral Health Care Services staff to ensure that established standards are adhered to.
4. Contract manager shall keep the County Program Liaison informed of requests from departments as required.

## **ATTACHMENTS 1 - 17**

**COUNTY OF ALAMEDA**  
 For  
**Sobering Center Services**  
**ACKNOWLEDGEMENT**

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

1. **Preparation of bids:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes of any kind shall be permitted to Exhibit B. Responses that do not comply shall be subject to rejection in total.
2. **Failure to bid:** If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. **Taxes and freight charges:** (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
4. **Award:** (a) Unless otherwise specified by the bidder or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. **Patent indemnity:** Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. **Samples:** Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
7. **Rights and remedies of County for default:** (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. **Discounts:** (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.
9. **California Government Code Section 4552:** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
10. **No guarantee or warranty:** the County of Alameda makes any guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

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

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this RFP?

By: \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

Printed Name Signed Above: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF ALAMEDA**

**for**

**Sobering Center Services**

**CURRENT REFERENCES (CONTRACTS WITH AGENCIES)**

---

Company/Agency Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	
Reason for contract termination or continuance	

Company/Agency Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates of Service:	
Reason for contract termination or continuance	

Company/Agency Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	
Reason for contract termination or continuance	

Company/Agency Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	
Reason for contract termination or continuance	

Company/Agency Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	
Reason for contract termination or continuance	

**COUNTY OF ALAMEDA**  
**for**  
**Sobering Center Services**

**FORMER REFERENCES (CONTRACTS WITH AGENCIES)**

---

Company/Agency Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	
Reason for contract termination or continuance	

Company/Agency Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	
Reason for contract termination or continuance	

Company/Agency Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	
Reason for contract termination or continuance	

Company/Agency Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	
Reason for contract termination or continuance	

Company/Agency Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Type of Business:	
Dates/Type of Service:	
Reason for contract termination or continuance	

EXHIBIT C-4

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<b>Professional Liability/Errors and Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<b>Employee Dishonesty and Crime</b>	Value of Cash Advance
F	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> General Liability, Automobile Liability, Professional Liability and Directors and Officers Liability Insurance Policies shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:             <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to:             <ul style="list-style-type: none"> <li>- Alameda County - Public Health, Insurance Coordinator, 1000 Broadway, Suite 500, Oakland, CA 94607</li> <li>- With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	

**EXHIBIT C-2C  
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <p>9. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</p> <p>10. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</p> <p>11. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</p> <p>12. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</p> <p>13. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</p> <p>14. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:                      – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.                      – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</p> <p>15. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</p> <p>16. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to:                      - Alameda County - BHCS, Insurance Coordinator, 2000 Embarcadero, Suite 302, Oakland, CA 94606                      - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607)</p>	

COUNTY OF ALAMEDA  
for  
Sobering Center Services

Contract Reference No. \_\_\_\_\_

**MASTER CONTRACT**

THIS CONTRACT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as "County," and «Contractor Name», a \_\_\_\_\_, doing business at «Street Address», «CityStateZip», hereinafter referred to as "Contractor".

WITNESSETH:

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

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the 1<sup>st</sup> day of \_\_\_\_\_, 20\_\_\_\_ and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

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

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

3. **Terms and Conditions of Payment -- Exhibit B(s).** (Note: Please refer to RFP No. 10235/DM/06, Exhibit O, Budget Spreadsheets and Instructions) County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

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

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

9. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in

this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

19. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this

Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder. This Agreement can be amended only by written agreement of the parties hereto.

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

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



**Instructions #1**  
**FY 2007/2008**

**DEPARTMENT OF BEHAVIORAL HEALTH CARE SERVICES**  
**Contractor Instructions for Completing the Exhibit A**  
**Alcohol and Drug Contracts**

*Please use the Exhibit A Template 06/07. Each section of the Exhibit A should be completed or should indicate "Not Applicable." Limit the narrative in any one section to no more than one-half page. Please do not alter the boilerplate language found in Sections 4K-N, Section 6, and Section 7 of the template.*

*Please use consistent formatting throughout (12-point Times Roman font, justified text, and 1" margins). Indent the section headings and text as they are in the instructions below. There should be a blank line before and after each section heading.*

*Before submitting the Exhibit A, be sure to:*

- *delete italicized text;*
- *make sure that there are no page breaks between section headings and text; and*
- *complete the document header and footer.*

---

*Fill in the contractor name and indicate the type of contract. For a **Master Contract**, provide the contract number. For a **Services as Needed (SAN) Contract**, check EPSDT, SACPA and/or Level III.*

Sections 1–12

1. Contracted Services:

*This section should reflect the same service modalities that are in the allocation letter.*

**SACPA (Prop 36) Programs**

*In this section, SACPA (Prop 36) Programs should include all modalities of service provided for Prop 36 clients by your agency from the following list:*

Early Intervention  
Outpatient  
Day Treatment  
Short-term Residential  
Long-term Residential  
Opioid Maintenance  
Opioid Detox  
Aftercare

2. Program Name(s):

*Give the name(s) used by your agency.*

3. Program Objectives:

For each program, include a **narrative** and a **summary** chart, according to the instructions below. If there is more than one program identified in Section 2, provide a narrative and summary chart for each. The narrative identifies the services to be provided in order to meet program goals. The units of service should match the units reflected in the Exhibit B. Provide the total number of units for each type of service and the total number of clients to be served.

**Program Objectives: SACPA (Prop 36):**

In this section, SACPA (Prop 36) contractors should refer to the attached Alameda County Substance Abuse and Crime Prevention Act Service Standards and Definitions and enter the definitions for the specific services provided to Prop 36 clients by your agency. It is acceptable to add information specific to your program(s), but do not quantify units of service. The services are:

- Early Intervention      Day Treatment
- Outpatient – Level 1    Short-term Residential
- Outpatient – Level 2    Long-term Residential
- Outpatient – Level 3    Opioid Replacement (includes maintenance and detox)
- Outpatient – Level 4    Aftercare

**Program Objectives: Primary Prevention**

Using one or more of the six federal prevention strategies, include measurable objectives and activities for each strategy that the program will utilize.

For FY 05-06 primary prevention providers were required to choose and implement research based/best practice or promising practice models. That requirement is still in effect and the model should be stated in the Exhibit A, under 4F Program Description.

Please submit an updated copy of the **logic model** to be used for your primary prevention program. A copy of the logic model will be filed with your contract but will not be a part of your contract. Any changes made to the model during the year should be submitted to your BHCS program liaison. Transfer the immediate, intermediate and ultimate outcomes from the logic model and insert them at the end of Section 3 Program Objectives of the Exhibit A.

**Outpatient Services** include number of unique clients, number of slots, number of individual visits, number of group visits, number of group sessions.

Summary Chart

Outpatient Drug Free	
• Number of unique clients	
• Number of slots	
• Number of individual visits	
• Number of group visits	
• Number of group sessions	

Chart 2

Residential Treatment	
• Number of unique clients	
• Number of slots	
• Number of bed days	

Chart 3

Prevention Strategy	Total number of clients served (duplicated count)	Total number of staff hours
Education		
Information Dissemination		
Alternative Activities		
Community Based Process		
Total		

4. Program Description and Requirements:

- 4A. Members of the Board of Directors: *Identify the officers by name and title.*
- 4B. Executive Director: *Provide name.*
- 4C. Medical Director: *Provide name.*
- 4D. Contract Program Director(s): *Provide name(s).*
- 4E. Contract Fiscal Officer: *Provide name.*
- 4F. Program Description: *Provide a general description of each contracted program.*

**SACPA (Prop 36) Program Description**

*In this section, in addition to providing a brief general description of programmatic approach, SACPA (Prop 36) contractors should include a description of any program services which are not required for Prop 36, but which will be available to clients as an augmentation to the required services, i.e. ASL interpretation, housing services, on-site employment services, etc.*

- 4G. Program Goals: *This is a broad statement of the intentions of the program, such as: “The goal of this program is to significantly reduce the impact of alcohol and drugs on individuals by providing structured residential treatment services.”*
- 4H. Discharge Criteria and Planning: *Include how follow-up and coordination with significant others is carried out.*
- 4I. Case Management: *Describe how the program will provide continuity of care as clients move through the service system, e.g., how referrals to other services will be made and how records will be handled.*

**SACPA (Prop 36) Case Management**

*In this section, SACPA (Prop 36) contractors should include a description of care coordination services that will be provided to insure that clients will be assessed for and referred to needed ancillary services such as vocational training, literacy training, family counseling and mental health services.*

- 4J. Limitations of Service: *Indicate who, within the target population of this program, will not be served by this contract, and/or any other program exclusions or restrictions.*
- 4K. Confidentiality of Health Information: *See Exhibit A for required language.*

- 4L. Quality Assurance: *See Exhibit A for required language.*
- 4M. Minimum Staffing Qualifications: *Submit job descriptions, unless previously submitted. See Exhibit A for required language.*
- 4N. Organizational Chart: *Submit the current agency organizational chart, unless previously submitted. See Exhibit A for required language.*
5. Hours/Days of Operation: *For each program in this exhibit, list office hours and hours of service provision (identify intake hours, if different from the hours of service).*
6. Reporting Requirements:  
*All providers need to describe the method by which achievement of program objectives will be documented. These methods may include, but are not limited to: input of client data into the INSYST system, submittal of quarterly narratives, and special reports requested by financial or program monitor(s).*
- All providers use the following required language:*  
Contractor shall comply with any reporting requirements of County, State or Federal funding sources as a condition of funding.
- SACPA providers use the following required language:*  
Contractor shall comply with any reporting requirements of County, State or Federal funding sources specified in the Substance Abuse and Crime Prevention Action of 2000, Title 9 California Code of Regulations as a condition of funding.
8. Certification/Licensure: *List any license(s) and/or permit(s) held by the agency that are applicable to programs in this exhibit. Provide the license/permit number and the expiration date.*
9. Target Population: *Include age, ethnicity and any other defining characteristics.*
10. Service Area: *List the city of residence of your target population. If there are multiple cities, provide the estimated percentage for each.*
11. Service Delivery Sites: *Identify all sites where services will be provided, and give the physical address for all sites, including satellites.*
12. Service Criteria: *Indicate eligibility requirements for services. Examples include the Medi-Cal status of clients, priority groups, and financial policies (such as a sliding fee scale).*

## Service Modalities for Alcohol and Drug Services

### Adolescent Outpatient Treatment

*Number of unique (unduplicated) clients*

*Number of slots*

Total number for each of the follow (\* mandatory services)

Intake/Assessment/ Evaluation/Diagnosis*	Individual Visits *
Collateral Services	Case Management
Group Counseling*	Check In Visit
Discharge Planning*	Family Contact
Treatment Planning*	Multi-Family Groups
Crisis Intervention	

### Daycare Habilitative

*Number of unique (unduplicated) clients*

*Number of slots*

*Number of daycare days (number of slots x required days per week x 50 weeks)*

### HIV Early Intervention

*Number of unique (unduplicated) clients*

HIV Outreach - hours and clients

HIV Pre-Post Test Education - hours and visits

HIV Pre-Post Test Counseling - hours and visits

HIV Health Assessment - hours and visits

HIV Psychosocial Counseling - hours and visits

HIV Preventive Therapeutic - hours

HIV Case Management/Consultation - hours and visits

HIV Training Education/Presentations - hours and visits

### Narcotic Treatment Programs - Methadone Detoxification

*Number of unique (unduplicated) clients*

*Number of slots*

*Number of slot days*

### Narcotic Treatment Programs – Methadone Maintenance

*Number of unique (unduplicated) clients*

*Number of slots*

*Number of LAAM doses*

*Number of methadone doses*

*Number of individual counseling increments*

*Number of group counseling increments*

### Outpatient

*Number of unique (unduplicated) clients*

*Number of slots*

*Total number of individual visits*

*Total number of group visits*

*Number of group sessions*

### **Perinatal Case Management**

*Number of unique (unduplicated) clients*  
Intake (Assessment, Evaluation/Diagnosis)  
Client Registration  
Episode Opening  
Episode Closing  
*Number of staff hours*

### **Perinatal Outreach**

*Number of unique (unduplicated) clients*  
*Number of staff hours*

### **Perinatal Residential**

*Number of unique (unduplicated) clients*  
*Number of adult beds*  
*Number of adult bed days (100%)*  
*Number of child beds*  
*Number of child bed days (100%)*

### **Prevention – Primary**

*Number of duplicated clients to be served*  
*Number of staff hours*

Using one or more of the six federal prevention strategies, include measurable objectives and activities for each strategy that the program will utilize. These should be listed under item number 3, Program Objectives. **Please state the research-based/best practice/promising model that your program is using**

The six strategies are:

- Information Dissemination
- Education
- Problem Identification and Referral
- Community-Based Process
- Alternative Activities
- Environmental

### **Prevention – Secondary**

*Number of unique (unduplicated) clients*  
*Number of staff hours*

- Early Intervention
- Outreach and Intervention
- Referral, Screening, and Intake
- IDU Outreach

### **Residential (including Detoxification and Transitional Living)**

*Number of unique (unduplicated) clients*  
*Number of beds*  
*Number of bed days (100%)*

### **Special Programs**

*Number of unique (unduplicated) clients*

**ALAMEDA COUNTY  
SUBSTANCE ABUSE AND CRIME PREVENTION ACT  
SERVICE STANDARDS & DEFINITIONS**

**The following definitions contain the minimum level of services necessary to meet the standards mandated for the following service modalities:**

**Early Intervention:**

This modality includes eight weekly, ninety-minute education sessions. Education sessions will follow an approved standardized curriculum.

**Outpatient:**

**Level 1** – This level of Outpatient services is an adjunct to the Early Intervention modality. In addition to the eight weekly, ninety minute education sessions of Early Intervention, this level of service includes an additional twelve weekly ninety minute group counseling sessions; four thirty-minute one-to-one sessions, the first to occur during the second week of participant’s enrollment and in six week intervals following that session. Participation in twenty weekly supplementary activities is also required.

**Level 2** – This level of Outpatient services includes three ninety minute group sessions per week, a minimum of one face-to-face individual session each month and the administration of an assessment at ninety day intervals to determine the service needs of the individual. When appropriate, as determined by an assessment, replacement of group sessions with 12-Step meetings or an alternative which provides a structured, recovery oriented self-help program is to be initiated. A minimum of one group session and the monthly face-to-face session will be maintained throughout the provision of this level of treatment service.

**Level 3** - This level of Outpatient services includes five ninety-minute group sessions per week, a minimum of one face-to-face individual session each month, and the administration of an assessment at ninety day intervals to determine the service needs of the individual. Transfer of the client to a different level of treatment service is to be made when indicated by the assessment results.

**Level 4** - This level of Outpatient services includes a minimum of three hours of group and/or individual service at least three times per week. An assessment is to be administered ninety days from the date of admission. Transfer of the client to a different level of services is to be made when indicated by the assessment results.

**Day Treatment:**

This modality includes regularly scheduled services that last three or more hours but less than twenty-four hours per day, a minimum of three days per week. Day Treatment differs from the Outpatient level 4 services in that clients participate in regularly scheduled treatment activities.

**Short-term Residential:**

This modality includes thirty days or less of non-acute care. Treatment services include the following elements: intake and assessment; personal treatment planning; educational sessions; social/recreational activities; individual and group sessions; and assistance in obtaining health, social, vocational, and other community services. An exit plan will be completed which will include a transfer of the individual to an appropriate level of Outpatient treatment services.

**Long-term Residential:**

This modality includes over thirty days of non-acute care. For the purposes of Proposition 36 referrals, a minimum of a ninety-day commitment is required. Treatment services include the following elements: intake and assessment; personal treatment planning; educational sessions; social/recreational activities; individual and group sessions; and assistance in obtaining health, social, vocational, and other community services. Assessments are to be administered at Ninety-day intervals to determine the treatment needs of the individual. As indicated by the results of an assessment, an exit plan will be completed which will include a transfer of the individual to an appropriate level of Outpatient treatment services.

**Opioid Replacement:**

Services include intake, assessment and diagnosis; opioid medication, medical supervision; urine drug screening; individual and group counseling; admission physical examinations and laboratory tests.

All above treatment services, with the exception of Opioid Replacement, are limited to a maximum duration of twelve (12) months of actual service delivery.

**Opioid Replacement services are limited to a maximum duration of fifteen (15) months of service delivery if documentation is provided to justify continuance beyond 12 months.**

**Aftercare Services:**

This modality includes services for clients, following their discharge from treatment, that are designed to provide support and direction in assisting them in their continued efforts to address alcohol and drug issues. These services, based on a client's individual need, should consist of any combination of case management, group sessions, supervision of clean and sober activities, participation in outside activities and drug testing.

**Aftercare services are limited to a maximum duration of three (3) months.**

Opioid Replacement clients are only eligible for aftercare services if their treatment episode was completed in twelve (12) months or less.

*All above service modalities will include submission of treatment plans, progress and incident reports to the Department of Behavioral Health Care Services, periodic drug testing during treatment and aftercare, ongoing care coordination that addresses the additional service needs of the individual which, at a minimum, address the vocational training, literacy training, family counseling and mental health service needs of the participant, and staff court appearances as requested or required by the Court.*

Exhibit A Template

Please refer to "Contractor Instructions for Completing the Exhibit A: Alcohol and Drug Contracts"

EXHIBIT A
COMMUNITY BASED ORGANIZATION CONTRACT
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department: Behavioral Health Care Services (BHCS)

Contractor Name: \_\_\_\_\_

Contract Period: July 1, 2007 – June 30, 2008

Type of Contract: [ ] Master: Contract Number \_\_\_\_\_
[ ] Services as Needed (SAN): [ ] EPSDT [ ] SACPA [ ] Level III

- 1. Contracted Services:
2. Program Name(s):
3. Program Objectives:
4. Program Description and Requirements:
4A. Members of the Board of Directors:
4B. Executive Director:
4C. Medical Director:
4D. Contract Program Director:
4E. Contract Fiscal Officer:
4F. Program Description:

4G. Program Goals:

4H. Discharge Criteria and Planning:

4I. Case Management:

4J. Limitations of Service:

4K. Confidentiality of Health Information:

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

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

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

The maintenance, access, disposal and transfer of records shall otherwise be in accordance with professional standards and applicable County, State, and Federal laws and regulations and/or specified regulations of the Substance Abuse and Crime Prevention Act of 2000, detailed in section 9535 of Title 9 CCR.

Any sharing of identifiable health information shall be consistent with the provisions of HIPAA and other applicable federal and state laws relating to the use and disclosure of protected health information.

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

4L. Quality Assurance:

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

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

4M. Minimum Staffing Qualifications:

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

4N. Organizational Chart:

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

5. Hours/Days of Operation:

6. Reporting Requirements:

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

7. Evaluation Requirements:

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

8. Certification/Licensure:

9. Target Population:

10. Service Area:

11. Service Delivery Sites:

12. Service Criteria:

**BUDGET INSTRUCTIONS**  
**For Non – Personnel Expenses**  
**Exhibit B**  
**Page 1**

**Note:** A diskette with the budget forms will be distributed at the information meeting/bidders conference.  
You may also download this form at our website: <http://www.acbhcs.org>

*All amounts shown must be rounded to the nearest whole dollar.*

Fill in all the information pertaining to your organization that is required at the top of the page.

**EXPENSES**

- The Annualized Program Budget and Start-up Budget are identified at the top of each column.
- On Line 1, enter the appropriate total amount for Personnel Expenses for each budget as reflected on the Personnel Detail, line 65.
- On Lines 3 through 31 under ***Other Than Personnel Expenses*** enter the amount for each line item for each budget. Refer to the *Department of Alcohol and Drug Programs' Chart of Accounts* dated March 1990 for placement of specific expenses.
- Line 32 automatically adds lines 3 through 31 for ***Other Than Personnel Expenses***.
- Line 33 automatically adds lines 1 and 32 for the total ***GROSS COST***.

All line items with an asterisk (\*) - Recreational Supplies (including Activities), Travel, Training, Professional and Specialized Services, Equipment, and Miscellaneous require submission of an ***Explanation/Justification of Line-Items*** form. (Use the Miscellaneous line item for an explanation/justification of Equipment.)

Expenditures on the ***Indirect Costs*** (Line 31) line item requires submission of an Indirect Cost Rate Proposal (ICRP). This plan should include the following: a) a line item budget showing proposed general and administrative costs included in the indirect cost pool; and b) worksheet showing each of the agency's proposed direct operating costs and the spread of administrative/indirect costs to each of the direct service programs.

**REVENUES**

- Enter revenues on the appropriate line item for each budget.
- Line 44 automatically adds lines 35 through 43 for ***Total Revenue***.
- Line 45 automatically totals line 33 less line 44 for ***NET COST***.

**BUDGET INSTRUCTIONS**  
**For Personnel Expenses**  
**Exhibit B**  
**Page 2**

*All amounts shown must be rounded to the nearest whole dollar.*

Enter Contractor Name at the top of the page.

The Annualized Program Budget and Start-up Budget are identified at the top of each column.

The following information in the first two columns should cover all programs:

- **Position/Incumbent:** List all staff titles and names of incumbents for your agency. Use a separate line for each staff member. If a position is unoccupied, list the incumbent as *vacant*. If there are more than (56) staff members, use additional pages.
- **Annual Budgeted Salary:** This salary should reflect the annualized cost of the position. This reflects what the position would earn working **40 hours per week** for a year. If a full time equivalent is less than 40 hours at your agency, your full time salaries should be extrapolated to a 40 hour a week base. (Example: Your staff member works 37.5 hours a week for full time with an annual salary of \$30,000. If this individual were working 40 hours a week, the annualized salary would be \$32,000. This is the salary to use on this form. This individual would be .9375 FTE).

The following information is to be completed for each program:

**Status:** Enter for each position as applicable. Use the following designations:

A = Administrative   S = Supervisorial   D = Direct Program Staff.

If a staff person qualifies for more than one status, enter each one and in subsequent columns indicate the breakdown in percent FTE and salary.

**Number of Months:** Enter the number of months that each position will be funded for the Annualized and Start-up Budget period.

**Percent (%) FTE:** is automatically calculated. The amount of time each position will be working in each program using a 40 hour week as base. (Examples: (a) if a person works 20 hours a week in a program, this is 50% FTE. (b) if a person works a total of 20 hours a week for the agency, but is projected to work in two programs for 10 hours each, then each program would be 25% FTE. (c) if a person works 37.5 hours per week in one program and this is considered full time, then this would be 93.75% FTE using a 40 hour per week base). **In no instance should one individual staff member exceed 100% FTE on a 40 hour per week base.** The total for each budget is automatically calculated.

**Salary:** Determine the salary for each position by the following formula: annualized salary divided by 12 times the number of months the position is funded times the percent FTE. The total for each budget is automatically calculated. If an individual has mixed status, the FTE and salary should be shown separately for each status.

**Employee Fringe Benefits:** For each budget, enter the amounts to be allocated on the appropriate line items. The total for each budget is automatically calculated.

**TOTAL PERSONNEL EXPENSES:** For each budget, the sum of Total Salaries and Total Benefits is automatically calculated.

**BUDGET INSTRUCTIONS**  
**For Explanation/Justification of Line Items**  
**Page 3**

<b>One (1) form is completed for each asterisk * Line Item.</b>
---

Note: This form is to be used to describe in detail all funds allocated to any of the following line items:

Recreational Supplies (including Activities)  
Travel  
Training  
Professional and Specialized Services  
Miscellaneous

**HEADING INSTRUCTIONS**

Enter your organization's name, applicable budget, contract period, line item account to be detailed and date prepared.

**COLUMN INSTRUCTIONS**

*Description of Expenditure:* List each expenditure within the line item account separately, and include a complete description of the expenditure (e.g., contractor, description of services provided, dates of service, cost of service, etc.).

*Amount:* Enter the actual total expenditure for each service per the Annualized Budget or the Start-up Budget.

*Total Line Item Amount:* The total of all the itemized expenditures for this line item is automatically calculated. This total must be identical to the amount shown on the corresponding line item amount on Other Than Personnel Expenses.

**Exhibit D**  
**COUNTY OF ALAMEDA**  
**For**  
**Sobering Center Services**

**MASTER CONTRACT AUDIT REQUIREMENTS**

**AUDIT REQUIREMENTS**

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

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

**I. AUDIT REQUIREMENTS**

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

1. \$500,000 or more must have a single audit in accordance with § \_\_\_\_.500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § \_\_\_\_.235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with § \_\_\_\_.230 (b)(2) of OMB Circular A-133.

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

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

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

#### C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.
3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

## II. AUDIT REPORTS

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

## III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a plan of corrective action to address the findings contained therein. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow-up on the implementation of the corrective action plan as it pertains to County programs.

## IV. ADDITIONAL AUDIT WORK

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



**COUNTY OF ALAMEDA  
for  
Sobering Center Services**

**SMALL, LOCAL AND EMERGING BUSINESS PROGRAM  
CERTIFICATION INSTRUCTIONS**

1. Complete the application.

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

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

The following items must be attached to your Application:

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

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

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

2. Please mail Application and Supporting Documents to:

Alameda County General Services Agency  
Business Outreach Compliance Office/SLEB  
1401 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, CA 94612  
Attention: Linda Moore, Business Outreach Officer

If you have questions regarding your certification, please contact:

Linda Moore  
(510) 208-9717 or [Linda.moore@acgov.org](mailto:Linda.moore@acgov.org)

Thank you for your interest in doing business with Alameda County.



COUNTY OF ALAMEDA  
for  
Sobering Center Services

SMALL, LOCAL AND EMERGING BUSINESS PROGRAM  
CERTIFICATION APPLICATION

**Section A: Business Information**

\* Asterisk (\*) indicates **Required Information**.

\*Business Type:       Sole Proprietorship       Partnership       Corporation

\*Business Name:      SLEB Vendor ID Number: \_\_\_\_\_

DBA (Circle One): Yes or No      \*Federal Tax Identification Number: \_\_\_\_\_

\*Business Address:      \*How long at this address: \_\_\_\_\_

\*Business Telephone Number:      Business Fax Number:

\*Business Start Date:      \*# of Employees:

Business Description:

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

\$ \_\_\_\_\_ 20\_\_\_\_      \$ \_\_\_\_\_ 20\_\_\_\_      \$ \_\_\_\_\_ 19\_\_\_\_

**Section B: Contact Information**

\*Name:      \*Title:

Address:      \*Email Address:

Phone:      Fax number:

\*Composition of Ownership – **This is a Required Section**  
Public Entity (government, church, school, non-profit, publicly traded)  Yes  No  
If “Yes,” skip Gender and Ethnicity below.

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

**Please check the one most applicable category in each column:**

- |   |  |
|---|--|
| <b>Ethnicity</b>  | <b>Gender</b>                                      |
| <input type="checkbox"/> African American or Black (greater than 50%)                 | <input type="checkbox"/> Female (greater than 50%) |
| <input type="checkbox"/> American Indian or Alaskan Native (greater than 50%)         | <input type="checkbox"/> Male (greater than 50%)   |
| <input type="checkbox"/> Asian (greater than 50%)                                     |  |
| <input type="checkbox"/> Caucasian or White (greater than 50%)                        |  |
| <input type="checkbox"/> Filipino (greater than 50%)                                  |  |
| <input type="checkbox"/> Hispanic or Latino (greater than 50%)                        |  |
| <input type="checkbox"/> Native Hawaiian or other Pacific Islander (greater than 50%) |  |
| <input type="checkbox"/> Multi-ethnic minority ownership (greater than 50%)           |  |
| <input type="checkbox"/> Multi-ethnic ownership (50% Minority-50% Non-Minority)       |  |

**Section C: SIC and NAICS Codes Information**

SIC Code(s)

NAICS Code(s)

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

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

**Section D: Business and License Information**

Please List All Current Business and Professional Licenses:

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



COUNTY OF ALAMEDA  
General Services Agency  
for  
Sobering Center Services

**CERTIFICATION RENEWAL APPLICATION**

SLEB Vendor ID Number: \_\_\_\_\_ Date of Initial Certification: \_\_\_\_\_

\*Business Name:

\*Federal Tax Identification Number: \_\_\_\_ - \_\_\_\_\_

\*Business Address:

\*How long at this address: \_\_\_\_\_

\*Business Telephone Number:

Business Fax Number:

\*Main Contact Name:

\*Email Address:

Phone:

**\*Gross Business Receipts for Last Three Years:**

\$ \_\_\_\_\_ 20\_\_\_\_ \$ \_\_\_\_\_ 20\_\_\_\_ \$ \_\_\_\_\_ 20\_\_\_\_

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

**Section C: SIC and NAICS Codes Information**

SIC Code(s)

NAICS Code(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RENEWAL AFFIDAVIT**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**Please mail Application and Supporting Documents to:**

**GSA Purchasing  
Attention: Linda Moore  
1401 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, CA 94612**

COUNTY OF ALAMEDA  
General Services Agency  
for  
Sobering Center Services

**AFFIDAVIT**

The undersigned swears, under penalty of perjury, that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of

\_\_\_\_\_ (Name of Firm)

as well as the ownership thereof.

The undersigned also states that he/she is properly authorized by

\_\_\_\_\_ (Name of Firm)

to execute the affidavit. Further, the undersigned agrees to provide the County Of Alameda, current, complete and accurate information regarding: actual work performed on the project, any payment(s) made or received, any proposed changes to the activities of the above-referenced firm that affect the firm's eligibility under this program, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating appropriate legal action. The undersigned agrees that information provided may be shared with other governmental agencies."

<b>NOTARY</b>	Printed Name	Signature
	Title	Date

The foregoing affidavit was subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_

SEAL

Notary Public  
Commission Expires

Mail completed Application and  
Affidavit to:

County of Alameda  
1401 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Linda Moore

**COUNTY OF ALAMEDA**  
for  
Sobering Center Services  
**SMALL LOCAL EMERGING BUSINESS (SLEB)**  
**SUBCONTRACTING INFORMATION SHEET**

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

Bidders not meeting the definition of a SLEB (per this RFP County Provisions) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

Once a contract has been awarded, bidders will not be able to substitute the subcontractor without prior written approval from the General Services Agency, Business Outreach Officer.

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

BIDDER: \_\_\_\_\_

is a SLEB.

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

\_\_\_\_\_

SLEB Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Principal Name: \_\_\_\_\_

SLEB Principal Signature: \_\_\_\_\_ (Date)

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

(Date)

ALAMEDA COUNTY
for
Sobering Center Services
REQUEST FOR PREFERENCE
for
LOCAL BUSINESS
and
SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS

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

- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
• Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.

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

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

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

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

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

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF ALAMEDA**  
For  
**Sobering Center Services**  
**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT**  
**VENDOR INFORMATION**

ALCOLINK Vendor Number (if known): 00000

SLEB Vendor Number: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

DBA \_\_\_\_\_

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

Check the boxes that apply:

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

Describe \_\_\_\_\_

Other \_\_\_\_\_

Federal Tax ID Number (required): \_\_\_\_\_

P.O. Box/Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor Contact's Name: \_\_\_\_\_

Vendor Contact's Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Vendor Contact's E-mail address: \_\_\_\_\_

***Please check all that apply:***

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

Number of Entry Level Positions available through the life of the contract: \_\_\_\_\_

Number of other positions available through the life of the contract: \_\_\_\_\_

This information to be completed by County:

Contract # \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Term: \_\_\_\_\_

**COUNTY OF ALAMEDA**  
**For**  
**Sobering Center Services**

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

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

\_\_\_\_\_  
(Vendor Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Alameda County Representatives Signature) \_\_\_\_\_ (Date)

*This is a draft Attachment. The Bidder's signature on page 5 indicates that the Bidder has read and understood this Attachment. The awarded Contractor will be required to sign the "Occupancy Agreement" as part of the Master Contract. Any questions regarding the terminology, content, or intent of the document should be submitted in writing by June 13, 2007 as part of the Calendar of Events Section L of this RFP.*

**OCCUPANCY AGREEMENT  
BETWEEN  
COUNTY OF ALAMEDA HEALTH CARE SERVICES AGENCY  
AND  
CONTRACTOR TO BE DETERMINED  
FOR  
NEWLY CONSTRUCTED BUILDING LOCATED ON THE FAIRMONT HOSPITAL CAMPUS  
IN SAN LEANDRO**

THIS AGREEMENT FOR USE OF COUNTY PROPERTY on *to be determined address*, San Leandro, dated \_\_\_\_\_, is made between Health Care Services Agency (HCSA) and *Contractor Name* according to the following terms.

1. TERM

- a. The occupancy shall be for a period of one year, commencing on December 2007 and terminating on June 30, 2008.
- b. The term may be renewed at the option of HCSA, and with available funding per Fiscal Year. Notices shall be mailed to Director, General Services Agency (GSA) at 1401 Lakeside Drive, 10th floor, Oakland, CA 94612 and to Director, HCSA at 1000 Fairway Drive, Ste. 300, San Leandro, CA 94577.
- c. Violation of the terms of this Agreement may constitute grounds for its termination and removal of contractor. This decision rests with the directors of GSA and HCSA. HCSA reserves the right to suspend all activities under this Agreement or to cancel or terminate this Agreement.
- d. Either party has the ability to terminate this agreement with a 30-day written notice.

2. USE

Said premises shall be used by clients that will come to the building for Sobering Center Services.

3. ACKNOWLEDGEMENT OF TITLE/NO ASSIGNMENT

The *Contractor Name* may not assign all or part of its space to another entity. *Contractor Name* must request permission from HCSA in writing to substitute another Contractor.

4. RESPONSIBILITIES OF THE PARTIES

GSA shall:

Prepare the site for occupancy with

- A newly built building

- Provide ongoing responsibility for maintenance and repair.

HCSA shall:

- Assume responsibility to ensure that *Contractor Name* complies with all terms and conditions of this Agreement.
- Establish *Contractor Name* in the space.
- Oversee program requirements.
- Have responsibility for managing *Contractor Name* in the space and removal of *Contractor Name* if there is a problem with performance, or if the county requires the space.

*Contractor Name shall:*

- Keep the facility in good condition.
- Maintain program function and not add new programs without written authorization from the HCSA.
- Maintain House Rules (paragraph 16).
- Notify GSA/BMD if there is any damage or needed repair or maintenance.
- Pay the ongoing costs of any security alarms. GSA would install any security system and *Contractor Name* will be responsible to pay and cover the reimbursement.

5. FINANCIAL RESPONSIBILITY

- a. *Contractor Name* shall be responsible for regular maintenance, janitorial services,
- b. The building and grounds are furnished and equipped by HCSA and all furnishings and equipment are the property of HCSA. See attached inventory list to be updated annual or as necessary. No furnishings or equipment shall be installed without prior County approval.

6. SECURITY

*Contractor Name* shall be responsible for all security systems and their costs. In addition, *Contractor Name* shall abide by all security measures in force at the Fairmont Hospital Campus. *Contractor Name* shall not enter into the space of other occupants, even if those occupants are other HCSA departments, without permission of the occupants.

7. PARKING

Six (6) designated parking spots are located at the south east corner of the building for the use of the Sobering Center Services Program. Additional parking is available on a first come first served basis at the large parking lot at the north end of the campus.

8. TELECOMMUNICATIONS

- a. *Contractor Name* shall use the County installed data and voice system. *Contractor Name* shall promptly report any malfunctions to GSA and HCSA .

9. HOURS OF OPERATION

This is a 24/7 service, 365 days per year.

#### 10. CONTACT PERSONNEL

*Contractor Name* shall designate a contact for any interaction with HCSA and GSA. *Contractor Name* shall appoint a Site Manager as liaison with HCSA and GSA and, at all times, have on file with GSA the names and contact information for the Site Managers.

- a. *Contractor Name* :  
Site Manager, Name and position title,  
Tel No.:
- b. HCSA/BHCS:  
Barbara Becker, Program Specialist  
Tel. No.: 510-383-2688
- c. GSA: BMD Help Desk: (510) 618-3450

#### 11. INTERFERENCE WITH COUNTY OPERATIONS

If it is determined by the GSA, in its sole discretion, that any of activities detrimentally affect the County's operations, HCSA may direct *Contractor Name* to alter its activities or take such other action, as GSA deems necessary, in order to eliminate said interference. *Contractor Name* will be given a reasonable time within which to comply with GSA's directive, but the determination of what is reasonable in this regard shall be left to GSA's sole discretion. Any costs incurred by HCSA in eliminating said interference shall be *Contractor Name* sole responsibility.

#### 12. ACCEPTANCE AND REPAIRS

- a. *Contractor Name*, at its sole cost, shall keep and maintain said premises and every part thereof in good and sanitary order, condition and repair. *Contractor Name* shall be responsible for any and all repairs or maintenance of the premises required as the result of the negligent, careless, or willful acts of *Contractor Name* its employees, or business visitors. By entry onto the premises, *Contractor Name* shall be deemed to have acknowledged that the premises are in good order and repair and suitable for the use anticipated.
- b. *Contractor Name* designated Site Manager shall notify HCSA immediately of any repairs that are required.

#### 13. IMPROVEMENTS

- a. *Contractor Name* shall make no improvements or alterations of any kind to the premises without the prior written approval of HCSA. GSA may remove improvements not approved by HCSA but otherwise installed at *Contractor Name* sole expense.
- b. Non-routine maintenance or repairs i.e., Building Maintenance Department Interdepartmental Service Work Orders (IDSO'S) should be requested through HCSA; and the financial responsibility for these related costs shall be borne solely by *Contractor Name*.

#### 14. CONDITION OF PREMISES UPON TERMINATION

- a. Upon the expiration or termination of this Agreement, *Contractor Name* shall surrender the County Property in the same condition as received (ordinary wear and tear excepted), free from hazards and clear of all debris. At such time, *Contractor Name* shall remove all of its property from the County Property.
- b. Upon termination of this Agreement, *Contractor Name* at its sole cost and expense shall remove all its furnishings, equipment, and personal property from premises and, to the extent requested by GSA, restore the premises as nearly as possible to the condition in which it existed immediately prior to the date of commencement of this Agreement.
- c. HCSA retains all furnishings and equipment purchased for the use of the Contractor, at this facility.

#### 15. RELOCATION ASSISTANCE

This Agreement is of a temporary nature and no relocation payment or advisory assistance shall be sought or provided from GSA in any form as a consequence of this Agreement.

#### 16. HOUSE RULES

*Contractor Name* agrees to abide by any and all house rules as established from time to time by GSA. GSA reserves the right to oversee and amend said rules.

#### 17. INSPECTION

HCSA/GSA shall have the right at all times to enter upon said premises to inspect the same and determine if said use is to the satisfaction of HCSA/GSA.

#### 18. NOISE LEVELS

Contractor Name shall make all reasonable efforts to keep noise level to a minimum.

#### 19. SIGNS AND ARTWORK

*Contractor Name* shall only display those signs and artwork that are approved by HCSA/GSA.

#### 20. SOLICITING

*Contractor Name* shall not solicit other business in its facility. It shall not invite the public into the space other than the necessary consumer visits of its mission. No bake sales, auctions, or fundraisers should be conducted in the building without prior approval of HCSA/GSA.

#### 21. RESTRICTIONS ON USE

*Contractor Name* shall not use the County Property for any activities that are not approved by HCSA/GSA

- a. *Contractor Name* shall not construct or place any permanent structures, signs or improvements on the County Property, nor alter any existing structures, signs or improvements on the County Property.
- b. *Contractor Name* shall not conduct any unauthorized activities on or about the County Property that constitute waste or nuisance.
- c. *Contractor Name* shall not damage County's real or personal property.

- d. *Contractor Name* shall not cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the County Property, or transported to or from the County Property.
  
- e. *Contractor Name* shall immediately notify HCSA/GSA of any release or suspected release of Hazardous Material or Bio Hazardous material. *Contractor Name* shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, *Contractor Name* shall, in accordance with all laws and regulations, return the County Property to its condition prior to the release. *Contractor Name* shall allow HCSA/GSA participation in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.

SIGNATURE

By: \_\_\_\_\_  
Bidder's Executive Director Name  
Executive Director,  
Contractor Name

TIN \_\_\_\_\_

Date: \_\_\_\_\_

*This is a draft Attachment. The Bidder's signature on page 3 indicates that the Bidder has read and understood this Attachment. Any questions regarding the terminology, content, or intent of the document should be submitted in writing by June 13, 2007 as part of the Calendar of Events Section L of this RFP. The actual Ramp-Up Plan will be a work-in-progress established by the collaborative efforts of the Contractor, EMS, and ACBHCS.*

## **Sobering Center Ramp-Up Proposal**

The length of each phase listed below is an estimate. Each successive phase is an add-on to the previous phase. Proceeding to the next phase occurs when the interested parties agree that expansion is in the best interest of the program and consumers. The interested parties include the Sobering Center Contractor, ACBHCS, EMS, public safety, and the hospitals. The safety and well being of the staff and consumers is the highest priority.

### **Phase I**

- Start Date: First day Sobering Center is open for business
- Sobering Center: 24/7 with staffing sufficient for minimal operations with potential to grow within first 30 days.
- Incoming Transport: EMS (via its contract with AMR) operates two vans transporting consumers from Highland Hospital, John George Pavilion, and Alta Bates EDs per established hospital/EMS procedures. AMR vans operate one 12 hour shift per day (suggest 8 PM to 8 AM per hospital data).
- Departing Transport: Sobering Center Contractor operates all departure vans
- Length of Phase I: 30 days during which assessments and adjustments are made for serving this initial source of incoming transport.
- Back-Up/Safety: Protocols/procedures to be established for this phase with public safety for transport emergencies, and 911 protocols/procedures at Sobering Center for any emergency at the facility.

### **Phase II**

- Start Date: 30 days after the Sobering Center opens for business
- Sobering Center: 24/7 with staffing sufficient for growing operations with potential for further growth within next 30 days.
- Incoming Transport: EMS (via its contract with AMR) operates two vans transporting consumers from Highland Hospital, John George Pavilion, and Alta Bates EDs per established hospital/EMS procedures. AMR vans operate one 12 hour shift per day (suggest 8 PM to 8 AM per hospital data).

## **Attachment 16**

*(page 2 of 3)*

\*Alameda County Sheriff's Department and Police from the cities of Oakland, Berkeley, San Leandro, and Hayward begin to drop off consumers per established Law Enforcement/Sobering Center procedures/protocols.

Departing Transport: Sobering Center Contractor operates all departure vans

Length of Phase II: 30-60 days during which assessments and adjustments are made for serving these two sources of incoming transport.

Back-Up/Safety: Protocols/procedures to be established for this phase with public safety for transport emergencies, and 911 protocols/procedures at Sobering Center for any emergency at the facility.

### **Phase III**

Start Date: 60-90 days after Sobering Center opens for business

Sobering Center: 24/7 with staffing sufficient for growing operations with potential for further growth within next 30 days.

Incoming Transport: EMS (via its contract with AMR) operates two vans transporting consumers from Highland Hospital, John George Pavilion, and Alta Bates EDs per established hospital/EMS procedures. AMR vans operate one 12 hour shift per day (suggest 8 PM to 8 AM per hospital data).

\*Alameda County Sheriff's Department and Police from the cities of Oakland, Berkeley, San Leandro, and Hayward begin to drop off consumers per established Law Enforcement/Sobering Center procedures/protocols.

\*Authorized drop-offs from a short list of selected and approved community outreach van programs.

Departing Transport: Sobering Center Contractor operates all departure vans

\*Outreach community van programs, using established procedures, may pick-up their drop-offs or other consumers the Sobering Center Contractor determines are eligible for outreach van program transport.

Length of Phase III: 30-60 days during which assessments and adjustments are made for serving these three sources of incoming transport.

Back-Up/Safety: Protocols/procedures to be established for this phase with public safety for transport emergencies, and 911 protocols/procedures at Sobering Center for any emergency at the facility.

### **Phase IV**

- Start Date: 90-150 days after Sobering Center opens for business
- Sobering Center: 24/7 with staffing sufficient for growing operations with potential for further growth within next 30 days.
- Incoming Transport: EMS (via its contract with AMR) operates two vans transporting consumers from Highland Hospital, John George Pavilion, and Alta Bates EDs per established hospital/EMS procedures. AMR vans operate one 12 hour shift per day (suggest 8 PM to 8 AM per hospital data).

Alameda County Sheriff's Department and Police from the cities of Oakland, Berkeley, San Leandro, and Hayward begin to drop off consumers per established Law Enforcement/Sobering Center procedures/protocols.

Authorized drop-offs from a short list of selected and approved community outreach van programs.

\*Sobering Center Contractor with EMT staffed van, and working directly with AMR, "alternates" with AMR picking up consumers at hospitals and neighborhoods surrounding hospitals.

- Departing Transport: Sobering Center Contractor operates all departure vans
- Outreach community van programs, using established procedures, may pick-up their drop-offs or other consumers the Sobering Center Contractor determines are eligible for outreach van program transport.

Length of Phase IV: 30-60 days during which assessments and adjustments are made for serving all four sources of incoming transport.

Back-Up/Safety: Protocols/procedures to be established for this phase with public safety for transport emergencies, and 911 protocols/procedures at Sobering Center for any emergency there.

**Phase V** Expansion to other cities, hospitals, neighborhoods.

Assess operation with Sobering Center Contractor, all four sources of incoming transport, task force, EMS, and BHCS to identify areas for improvement/what is working well. Plan expansion based on best use of resources (sources of transportation) per city, time of day, and other pertinent criteria.

By: \_\_\_\_\_  
Bidder's Executive Director Name  
Executive Director,  
Contractor Name

TIN \_\_\_\_\_

Date: \_\_\_\_\_

**RESPONSE CONTENT AND SUBMITTALS  
COMPLETENESS CHECKLIST**

**For  
Sobering Center Services**

**CHECK LIST**

- TITLE PAGE**
- TABLE OF CONTENTS** *Attachments should be placed at the end of the proposal and clearly labeled and organized in the order of appearance in the narrative. Each section of the narrative in which an attachment is referenced should reflect the title and page number of that attachment.*
- COVER LETTER**
- EXECUTIVE SUMMARY** *(maximum of two (2) pages)*
- SERVICES DESCRIPTION** *(Sobering Center Services (maximum of fifteen (15) pages)*
- STRATEGIES FOR QUALITY IMPROVEMENT** *(maximum of three (3) pages)*
- REFERENCES** *(Attachment 2 and 3)*
- FISCAL MANAGEMENT AND CONTROLS** *(maximum of one (1) page) Only one set of the last 3 audited financial statements needs to be submitted.*
- BUDGET FORM** *Submit hard copies of Exhibit B. Only one CD needs to be submitted with completed Excel files of Exhibit B.*
- EVIDENCE OF INSURANCE** *(Attachment 4 and 5)*
- OTHER REQUIRED SUBMITTALS/ATTACHMENTS NOT INCLUDED ABOVE THAT ARE REQUIRED IN THE BID RESPONSE:**
  - Attachment 1, Acknowledgement, must be signed and returned.
  - Attachment 11, SLEB Certification Application Package, completed, signed, required documentation attached (applicable to a small or emerging business, located within the boundaries of Alameda County, seeking certification).
  - Attachment 12, Small Local Emerging Business (SLEB) Subcontracting Information Sheet, must be completed and signed.
  - Attachment 13, Request for Preference for Local Business and Small Local or Emerging Local Business, completed and signed (read Attachment 11 for applicability). If applying for local preference, submit the following:
    - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
    - Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.
  - Attachment 14, First Source Agreement, must be completed and signed (applicable to contracts over \$100,000).
  - Attachment 15, Draft: Occupancy Agreement, signed
  - Attachment 16, Sobering Center Ramp-Up Proposal
  - Attachment 17, Checklist

**END OF DOCUMENT**