



1411 East 31st Street
Oakland, CA 94602

March 13, 2017

RE: Request for Proposal (RFP) for SNF and Rehab Consultation & Liaison

Forwarded by e-mail

Dear Sir/Madam:

Alameda Health System (AHS) requests proposals from interested organizations offering professional behavioral health services (Proposer) to provide behavioral health staffing for AHS facilities. The goal of this request is to provide behavioral health services (Services) at the following locations:

Highland Hospital (HGH), located at 1411 East 31st Street, Oakland, CA 94602
Fairmont Hospital (FMH), located at 15400 Foothill Blvd., San Leandro, CA 94578
San Leandro Hospital (SLH), located at 13855 East 14th St., San Leandro, CA 94578

AHS is sending this letter as an RFP to seek a Proposer with experience providing behavioral health staffing services in inpatient and outpatient settings. AHS desires to award a single contract to one organization. Local, minority and women owned vendors and businesses are encouraged to submit a proposal for these Services.

A. SNF and Rehab Consultation & Liaison – Scope of Work

Each proposal must provide full detail of the Scope of Work.

Under the direction of the Chief Medical Officer and the Chief Administrative Officer, **Proposer** shall make available physicians to provide: Psychiatric Consultation and Liaison (“C/L”) services at AHS SNF and Rehab facilities and AHS patient related court testimony to Alameda Health System facilities in accordance with the following:

Psychiatric Consultation and Liaison (“C/L”) services consist of the following upon request and referrals from the medical team provide psychiatric evaluation, diagnoses and treatment recommendations while working collaboratively with medical team.

1. Emergency Room Hospital Services

- a. Provide C/L services in the Highland Hospital ER 8 hours Monday – Friday totaling 40

hours per week.

- b. Ability to provide C/L services via Tele-psychology as needed for the Alameda and San Leandro Hospital ERs and for Highland Hospital ER during weekends and off hours is not required but preferred.

2. Consultation and Liaison Services

a. Skilled Nursing Facilities and Rehabilitation

Provide 30 hours per week Monday – Friday as required at the AHS SNF and Rehab facilities:

- i. Fairmont SNF
- ii. Fairmont Rehab
- iii. Alameda Hospital SNF
- iv. Edgewater SNF
- v. Parkview SNF

Ability to provide C/L services via Tele-psychology as needed to the above facilities is not required but preferred.

b. San Leandro Rehabilitation

Provide 8 hours per week hours to be determined by the CAO or designee.

Ability to provide C/L services via Tele-psychology as needed to San Leandro Rehabilitation is not required but preferred.

3. Administrative Duties

- a. AHS may request the Proposer to make physicians available for Administrative Services which might include serving as a Chair, Chief or Medical Director as described in the Medical Staff Bylaws of AHS or to participate in system wide activities as they pertain to an organized department. In the event that AHS requests such Administrative Services from Proposer to be provided by a physician, such request shall be made in writing by the AHS representative, with the support of the Chief Administrative Officer of the hospital. The duties will be described in the Medical Staff Bylaws or an applicable job description with the amount of time expected to furnish the Administrative Services.
- b. Proposer must submit a Time Report reflective of the time, location and cost center for Administrative Services subject to the verification approval of the AHS Representative.
- c. Proposer acknowledges and agrees that the services as described in Sections 1. and 2. and Administrative Services as described in this Section 3. cannot be performed at the same

time by the same physician. Thus, Proposer warrants and covenants that Proposer will only bill AHS for one service per physician (either Administrative services or C/L services) during a given time period. Should Proposer, in violation of the foregoing, bill AHS for both Administrative and C/L services for the same time period and the same physician, AHS at its sole discretion and after reviewing the invoice and necessary time reports, will determine which service was in fact rendered and pay Proposer for only that service the physician performed

4. General Requirements

- a. Provide on-call consultation services seven (7) days per week, three hundred sixty-five (365) days per year. On-call consultation services shall be defined as all routine and after hour calls, excluding admissions, discharges, restraint and seclusion and urgent matters and include consultative assessment for medical management and legal status (determine 5150 and 5250 status). Telephone calls shall be returned within thirty minutes.
- b. Proposer shall provide administrative support for the term of the contract.
- c. Proposer shall arrange and provide upon written AHS approval as necessary Locum Tenens coverage. AHS shall be invoiced at the charges incurred by the Locum Tenens Company for provision of services to AHS.
- d. Proposer shall employ and pay at its' own expense all licensed physician personnel deemed necessary for the proper operation of the service. Proposer shall be responsible for all vacation pay, sick leave, health insurance, retirement benefits, Social Security, Worker's Compensation, disability insurance, unemployment insurance or employee benefits of any kind for all personnel employed by Proposer.
- e. Proposer shall maintain and submit to AHS a monthly schedule that provides a true and accurate accounting of physician coverage for the services provided. The schedule shall be furnished at least by the twenty-fifth (25th) day of the month preceding the scheduled month. If there are any alterations to the schedule from what was submitted to AHS, Proposer agrees to timely submit a full, complete and accurate schedule that reflects all changes which may have been made during same month. Physicians scheduled to provide this coverage must:
 - i. Be members in good standing of the Medical Staff, with full privileges to provide necessary patient care services;
 - ii. Comply with AHS's nondiscrimination policies, and be eligible to and agree to treat Medicare and Medi-Cal patients; and
 - iii. Provide services in accordance with all applicable Medical Staff and AHS bylaws, rules, regulations and policies.

- f. Proposer and the physicians shall provide to AHS, within fifteen (15) days of the end of each month, such time reports or other written confirmation of the performance of the services. Upon request of AHS, Proposer and the physicians shall also complete and execute such other time studies or allocation statements on forms provided by AHS as may be required to comply with applicable federal, state and other grant funding sources and other legal requirements. Payment will not be rendered unless the time report is received.
- g. Physicians providing services shall be duly licensed to practice medicine in California, Board Certified or Board Eligible in Psychiatry.
- h. Upon Hospital Administration request, up to ten percent (10%) of each physician's time shall be dedicated to educating staff and patients, e.g., providing an in-service to staff on topics which the provider is an expert, leading a process improvement initiative on the unit, serving as an internal consultant on quality initiatives on the unit.
- i. Proposer shall provide other medical administrative services as assigned consistent with the Bylaws and Rules and Regulations.
- j. Advise on clinical matters to the AHS Chair, Department of Psychiatry or designee. The CMO will monitor this Agreement and all work performed by Proposer.
- k. The following physicians, as an individual or organized as a professional corporation, as indicated, are the parties referred to collectively as "Physicians" in the foregoing Professional Services Agreement:

VENDOR PHYSICIAN ROSTER

Proposer shall deliver to AHS a monthly updated roster of physicians providing services under this Agreement. The roster shall make clear whether a physician is a new or current physician, whether the physician qualifies to provide PES/TPES services by meeting the requirements of Section 5. k., whether the physician is board eligible, certified or in a residency program, and whether the physician has left the group.

B. Background

AHS is a major public healthcare provider and medical training institution recognized for its world-class patient and family centered system of care. AHS serves as the Safety Net provider in Alameda County. AHS provides comprehensive, high quality medical treatment, health promotion, disease prevention and health maintenance in an integrated system of hospitals, clinics, and health services. The Highland, John George and Fairmont hospitals primarily treat patients from government programs or the uninsured. Alameda and San Leandro campuses treat additional patients with commercial insurance.

C. Qualifications

Qualified Proposers will be recognized groups, with experience providing behavioral health services and satisfying the relevant state/federal regulatory requirements, including but not limited to regulations promulgated by the Centers for Medicare and Medicaid Services, regulations of the California Department of Public Hospitals, and Health Insurance Portability and Accountability Act of 1996 (HIPAA) .

Respondents to this RFP shall have the following qualifications:

- Must not appear on the “List of Excluded Individuals/Entities” as maintained by the Office of Inspector General (<http://exclusions.oig.hhs.gov>).
- Must be licensed and in good standing with the State of California;
- Must have an excellent reputation in the community;
- Must be knowledgeable of CMS, The Joint Commission and the applicable CA State and Medicaid regulatory agencies;
- Must have experience with similar initiatives;
- Must have adequate insurance coverage (see below);
- And must not have a potential or existing conflict of interest (see below).

D. Proposal Questions

I. CONTACT INFORMATION (required for proposal to be considered)

1. Provide the legal name of the Firm, addresses of both the corporate office and the branch office closest to AHS, the telephone and fax numbers for all applicable locations.
2. Provide the name, title, telephone number, fax number, and email address of the person to whom all correspondence related to the Proposal and contract negotiations should be directed.

II. COMPANY STRUCTURE and SCOPE of SERVICES (15 points)

1. Describe the legal structure and ownership of your Firm. List present and prior business names. Provide the length of time in business under each name.
2. Describe other ambulatory clinical affiliations include name, location and nature of involvement.
3. Provide a copy of your organizational chart and describe how your Firm is organized including geographical areas served. What are the names, titles and primary duties of persons that would be assigned to the SCVMC account if awarded a contract?

4. Provide detailed information about any inability or refusal of your Firm to fulfill a contractual obligation within the past five years.
5. Describe your Firm's philosophy and rationale regarding the use of midlevel providers in an:
 - a. Ambulatory Setting
6. What is the patient/provider staffing ratio that you would implement in the Psychiatric Department for each of the following scenarios? Describe the assumptions that the ratio is based upon and the performance expectations of the provider. If the staffing model that you would implement includes both physicians and midlevel providers then provide separate responses for each group. Describe how residents fit into the productivity standards.
 - a. 40,000 visits/year
 - b. 35,000 visits/year
 - c. 30,000 visits/year
7. Describe the policies, processes and training used to ensure cultural responsiveness toward patients.
8. Provide a detailed plan for determining staffing and scheduling requirements to provide coverage for the Services.
9. Describe the following processes and identify who will be responsible for completing them:
 - a. Preparing work schedules
 - b. Obtaining coverage for planned absences such as vacations
 - c. Obtaining coverage for unexpected absences such as illness
 - d. Monitoring and updating current schedules
10. If the contract fee schedule is based on hours of care provided what documentation will you provide to verify the hours billed?
11. How would you optimize patient flow in the Psychiatric Department? Describe key elements of an effective triage system that you would recommend.
12. What is the relationship between "rapid medical evaluation" and a medical screening exam (MSE)?
13. Describe the MSE process changes that you recommend implementing and explain why.
14. Describe your Firm's experience conducting hospital-based programs to:
 - a. Increase or decrease patient volume

- b. Measure and improve patient satisfaction levels
 - c. Measure and improve physician satisfaction levels
 - d. Measure and improve staff satisfaction levels
 - e. Increase community awareness and improve community relations
15. Describe your Firm's approach and successes in developing operational partnerships with:
- a. EMS
 - b. Hospital caregivers working with the provider staff
 - c. Ancillary departments
 - d. Medical Staff
 - e. Hospital leadership

III. CLINICAL LEADERSHIP and PROVIDER SERVICES (15 points)

Medical Director

1. What are the duties, tasks and expectations that the Medical Director would be expected to fulfill? Provide a copy of the Medical Director Job description.
2. Does your staffing model include an Assistant Medical Director? If so, describe the benefits of this role and differentiate the duties, tasks and expectations of this person compared to the Director. Provide a copy of the Assistant Medical Director job description.
3. What do you consider to be the minimum qualifications required for:
 - a. Medical Director
 - b. Assistant Medical Director (if included in your model)
4. Describe the process that you would go through to recruit, select and assign a Medical Director and Assistant Medical Director (if applicable) to oversee Services at AHS.
5. What actions does your Firm take to develop the Medical Director's/Assistant Medical Director's leadership abilities? Please briefly describe also how an incumbent would work directly with provider staff and interdisciplinary team members.
6. How will administrative coverage be provided in the absence of the Medical Director or Assistant Medical Director (if applicable)?
7. Describe how intragroup disputes amongst provider staff will be resolved.
8. What actions are the Medical Director expected to take if complaints about a provider are brought to his/her attention?

9. Describe how the Medical Director will work directly and collaboratively with designated AHS leadership regarding this program(s).

Provider Staff

1. Provide the number of staff currently employed by your Firm in each of the following categories:
 - a) Board Certified in Psychiatry
 - b) Board Certified or active candidacy in other specialties
 - c) Other credentials (please describe)
 - d) Total number of physician staff
 - e) Total number of midlevel providers
2. What resources do you have available and what is your procedure for backfilling vacancies?
3. If awarded a contract:
 - a) Describe how you will handle the transition (include details about timeline and process) in order to begin providing services on July 1, 2017.
 - b) What steps will you take to recruit staff for the AHS assignment? How long do you anticipate that this recruitment activity will take?
 - c) What actions will be needed from AHS in order to facilitate a smooth transition
4. Describe your procedures for screening providers including processes for confirming the license, training, experience, background checks and references for each candidate for hire.
5. Describe your physician peer review process.
6. What actions does your Firm take in an effort to retain staff?
7. Describe the model for provider compensation that your Firm uses including formulas for productivity measures and any performance incentives used to determine salaries or bonuses.

Training, Inservice and Continuing Education

1. What are your Firm's requirements for continuing medical education?
2. What training programs does your Firm offer or provide to the provider staff?

3. What continuing education or training opportunities for the provider staff does your Firm pay for?
4. How will your Firm handle mandated education and other training requirements that AHS says that the providers need to have (e.g. Crisis Prevention Institute Training)?
5. How will you ensure that all mandated and/or required continuing education and training is completed by each provider and documented by the Firm on a continual basis?
6. Describe your experience providing clinical and didactic educational programs for Psychiatric Medicine Residency Programs, rotating house staff, interns and medical students.

IV. PERFORMANCE IMPROVEMENT (15 Points)

1. What elements does your Firm evaluate in its performance improvement program?
2. Describe current methods used by your Firm to measure patient and provider staff satisfaction. Provide a copy of survey tools used.
3. How and with whom will you share the results of your satisfaction surveys?
4. What is the process used to develop corrective action plans aimed at improving satisfaction and who is involved in the process?
5. How will you integrate the results of satisfaction surveys conducted by your Firm with the results from hospital surveys?
6. Describe the performance metrics routinely tracked by your Firm related to provider and department performance. How is this information shared with Hospital Administration? How is the data used?
7. Describe your Firm's risk and utilization management programs related to Psychiatric Department. Include goals and outcomes in your description.
8. Describe resources available to the Medical Director to monitor and optimize department operations as well as maximize efficiencies.
9. Provide examples of how your Firm has worked with Hospital Administration and medical staff to strengthen fiscal performance of Psychiatric Department.

10. How will you align financial incentives to achieve performance goals in the Psychiatric Department?
11. How will you incentivize providers in the Psychiatric Department to see patients promptly and efficiently and to document fully?
12. Describe programs in place to address governmental compliance including, but not limited to, EMTALA, HIPAA, and screening for exclusion from federal and state healthcare programs.
13. How will your Firm assure compliance with JCAHO and California Department of Health Services (DHS) standards? How will you assist AHS to be in continual readiness for a survey?
14. How will you ensure that all teaching programs remain in compliance with all ACGME requirements?

V. BILLING, CODING and COMPLIANCE (15 Points)

AHS does all of the billing and collection (Billing) for both the facility and professional (physician and midlevel providers) for the Services provided.

Please answer the following questions:

1. What quality improvement activities are undertaken to assure that Billing and coding are being done correctly on an ongoing basis? How will you assure compliance with government and commercial health plan coding requirements?
2. What expectations and provisions do you have for ongoing physician training in documentation and coding?
3. Describe performance measures that you have in place that support the overall billing process. Describe any goals or expectations regarding: obtaining PINs and UPINs; charge ticket submission; and coding compliance. How actual performance is measured compared to these goals? Does the Firm use any incentives or penalties related to achievement or non-achievement of these goals?
4. How will the Firm verify that all physicians and/or midlevel providers are credentialed with appropriate billing numbers prior to being scheduled to provide services in the Department?

VI. PAYMENT SCHEDULE (15 Points)

1. Provide your proposed fee schedule including an itemized breakdown for all services to be provided. Be sure to account for AHS not providing professional liability insurance.
2. Describe the method by which physicians are compensated, including any premium pay differentials and any compensation incentives that reward physicians for improved levels of service and patient satisfaction.
3. Describe the factors taken into consideration to derive the proposed payment schedule.
4. Does your proposal include an administrative stipend? If so, what responsibilities are covered by this stipend (number of administrative hours, committee participation, etc.)? Are there pay-for-performance criteria linked to the administrative stipend? If so, describe.

VII. REFERENCES (15 Points)

1. Provide a summary of the Firm's clinical experiences include Populations, Acuity and Settings.
2. Provide a list of clinical settings that your Firm currently has staffing contract(s) with, including the city and state that the facility is located in and the length of each contract.
3. Provide three references, at least one (1) of which must be a Psychiatric Hospital, that your Firm has provided Psychiatric Department staffing for similar engagements as those sought by AHS within the last two years. For each facility reference provide:
 1. Name and address of facility where services were provided.
 2. Names, titles, and telephone numbers of key contact persons
 3. Length of time services were provided
 4. Brief description of the scope of services provided
 5. Volume of patients seen each month
 6. Teaching programs offered in the Psychiatric Department

VIII. PROVIDER OF CHOICE (5 Points)

In conclusion, please summarize why AHS should select your Firm. Identify the specific services that you propose to provide, describe what

makes you uniquely qualified to provide these services, and state why we should select your Firm as our #1 choice.

IX. LOCAL PREFERENCE (5 Points)

Local, minority and women owned vendors and businesses are encouraged to submit a proposal for these Services.

1. Does your Firm currently have a main office or branch office with meaningful production capacity located within the County of Alameda?
2. If the Firm has a main office or branch office located within Alameda County, please provide the local address and phone number of the office.

X. FINANCIAL STATEMENT (required for proposal to be considered)

The Firm must submit one of the following as evidence that your organization is capable of providing sufficient working capital and cash flow for the term of the proposed contract:

1. A financial statement reflecting existing cash flow.
2. A copy of the most recent and complete annual audited financial statement (must be within past eighteen months).

E. Proposal Evaluation

All Proposals meeting the submittal requirements will be evaluated by the Evaluation Team a review panel consisting of individuals with executive responsibilities associated with the Services provided by AHS. The names of the individuals on the Evaluation Team will not be revealed prior to completion of the evaluation process. The Evaluation Team will evaluate and rate each Proposal. The maximum score possible is 100 points. The maximum points that may be awarded for each section of the proposal are as follows:

<u>SECTION</u>	<u>MAXIMUM POINTS</u>
Company Structure and Scope of Services	15 Points
Clinical Leadership and Provider Services	15 Points
Performance Improvement	15 Points
Billing, Coding, Compliance	15 Points

Payment Schedule	15 Points
References	15 Points
Provider of Choice	5 Points
Local Preference	5 Points
Total Maximum Points	100 Points

Recommendation of contract award will be made to the Proposer that the Evaluation Team believes is best able to provide the requested Services. The Evaluation Team may request clarification and may interview any Proposer to clarify terms of their Proposal. The AHS reserves the right to make site visits, to audit personnel and payroll files, and to conduct reference checks of any Proposer considered for a contract award.

Award of a contract to the selected Proposer will be conditioned upon successful negotiation of a mutually acceptable contract between the Proposer and AHS.

AHS reserves the right to reject any or all Proposals as set forth in Section J of this RFP. Award of a contract is contingent upon approval from the Board of Trustees (Board) and will be made at a regularly scheduled meeting of the Board.

F. Proposal Content Requirements

Proposal must be separated into distinguishable sections, and include the following:

1. Proposal Table of Contents.
2. Project Implementation Dates.
3. Proposal Questions
4. **Please keep proposals to no more than twenty five (25) pages, including qualifications.** Please do not include any advertising or marketing material. **However, two samples projects for similar work performed for other health organizations may be attached for review. The materials will not be counted as part of the maximum 25 pages.**
5. Any Proposer planning to submit a response to this RFP is responsible for:
 - a. examining all RFP documents, including all Appendices, Exhibits, Addenda, and the Required Agreement, with appropriate care;
 - b. understanding and assuming responsibility for all conditions and RFP provisions which might in any way affect the cost of performance of any work; and

- c. making all necessary arrangements or inquiries to become fully informed regarding all existing and expected work conditions and matters which might, in any way, affect the cost or the performance of the work.
- d. Any failure to fully investigate the foregoing conditions shall not relieve the Proposer from responsibility for estimating properly the difficulty, extent, or cost of successfully performing the work set forth in this RFP. Failure to fully examine all conditions, RFP provisions, and any and all documents incorporated into or referred to in the RFP will be at the sole risk of the Proposer.
- e. It is each Proposer's responsibility to identify any perceived points of conflict or ambiguity and to request interpretation and/or clarification regarding any language in the RFP. Should the Proposer discover any material ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer must notify AHS by e-mail within five (5) business days of such discovery with a request for clarification and no later than (10) days before the Proposal submission date.

G. Other General Requirements

- 1. Proposals shall be valid for a sixty (60)-day time frame.
- 2. Organizations may ask questions **in writing** regarding the proposal expectations by the due date. AHS will review such questions and respond to the same via an Addendum to the RFP letter which will be sent to all Organizations on the identified solicitation list. The list of solicited firms will be available upon request.
- 3. All written communications with AHS regarding this RFP, including its Appendices, Exhibits, and Addenda, must reference the RFP, Proposer's company name, and Proposer's contact person's name, title, e-mail address, physical address, telephone number, and fax number, and the reason for communication (e.g., questions), as follows:

“[Reason for Communication]: Request for Proposals for the Behavioral Health Services RFP 1.”

- 4. Any material received that does not explicitly indicate its RFP related contents will be handled as general mail or communication, which may result in a delay or non-response to the Proposer. AHS is responsible only for that which is expressly stated in this RFP and any AHS initiated Addenda thereto. Proposers shall not consider any oral representations or statements by an official, whether elected or appointed, officer, employee, or agent of AHS to be an official expression on its behalf, unless such representations or statements are made in a written communication from the authorized AHS Contact. AHS is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on AHS's behalf.
- 5. Incomplete proposals and/or proposals provided after the proposal submission deadline will not be considered for the engagement.

6. False, misleading, or deceptive statements in connection with a proposal shall be sufficient cause for rejection of the Proposal.
7. Organizations are required to show proof insurance as follows:
 1. Commercial general Liability: 1,000,000
 2. Professional Liability: 1,000,000 / 5,000,000
 3. Cyber Security Insurance: 3,000,000 / 5,000,000

H. Contractual Requirements

1. AHS expects the selected Vendor to agree to establish the contract using AHS' standard Agreement – Sample Agreement attached in Exhibit A.
2. The agreement is not exclusive, and AHS has the right to enter into agreements with other firms for additional services; AHS will not replace the services identified in the final agreement
3. Compensation will be based on a deliverables-based payment schedule, on a flat fee/fixed price basis for a contract amount to be determined which will be negotiated by the parties as part of the terms of the agreement. Final Acceptance is defined as the determination by AHS that the Services meet all requirements, acceptance is complete, all training, if applicable, has been provided, and all documentation have been delivered to AHS.
4. Responder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a reply. If responder desires any changes to the RFP specifications, those changes shall be included in the response. Any requested changes not included in the response will not be considered timely and will be denied.
5. All costs required for the preparation and submission of a bid shall be borne by the Responder. AHS is not and shall not be responsible in any way for any costs or expenses incurred by any Proposer in the preparation, submission, or presentation of a proposal in response to this RFP or for the costs incurred during the period of AHS's evaluation of the proposal following receipt thereof by AHS, or negotiation of a potential final agreement regardless of whether one has been awarded to the Proposer.
6. AHS reserves the right to accept or decline any and all responses or any portion or combination thereof and award at its sole discretion.
7. To expedite the review process and to obtain the maximum degree of information from the bidder the contents of the proposal should include a clear and complete identification of the material submitted by section, exhibit, page number and a table of contents.
8. A statement that the selected Vendor will work with AHS to complete a formal agreement. An acknowledgement to abide by the AHS Confidentiality Policy and any required HIPAA regulations, if applicable, which may be amended by AHS time to time.

I. Confidentiality

AHS is a governmental authority and this proposal, documents and work products will be available to the public upon request.

All responses to this RFP become property of AHS and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between AHS and any Proposer regarding the procurement, shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that AHS withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a Proposer represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A Proposer may not designate its entire Proposal as confidential nor may a Proposer designate its Cost Proposal as confidential. AHS will not honor such designations and will disclose submittals so designated to the public.

If Proposer requests that AHS withhold from disclosure information identified as confidential, and AHS complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless AHS from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against AHS or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer information.

If Proposer does not request that AHS withhold from disclosure information identified as confidential, AHS shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to AHS.

J. RFP Submission and Selection Process

1. This RFP establishes the criteria and procedures for submitting proposals in response to the RFP. It is the duty of each Proposer to thoroughly review the entire RFP, including all Appendices, Exhibits, and Addenda thereto, for terms, conditions, and requirements that are included throughout this RFP, including the Required Agreement. The evaluation of proposals is described in Section E Proposal Evaluation. AHS may, at its sole discretion, cancel this RFP and reject all submissions. AHS shall not be liable for any costs incurred by any Proposer in connection with the preparation, submission, or

presentation of any Proposal. AHS’s recommendation for Contractor selection may be subject to final approval by AHS’s Board (the “Board”) authorizing AHS to enter into an

2. **RFP Timeframe:** The following schedule sets forth key events and completion dates in the procurement and contracting process. As part of its participation in the Contractor selection process, each Proposer acknowledges and agrees and commits to adhere to the key events and completion dates set forth below. These dates may be changed at any time as determined by AHS without liability. Should the Proposer fail to comply with activities or adhere to the dates indicated in this Section 1.3 (Schedule of Events) or any Addendum to this RFP, such failure may be deemed as Proposer’s withdrawal from the RFP process.

Event	Date
Request for Proposal Open	March 13, 2017
Deadline to submit Questions about the RFP. All questions must be submitted in writing	March 20, 2017
Response to Questions/Addendum to RFP (if any)	March 24, 2017
Deadline to Submit Proposals	March 31, 2017
AHS expects to make a decision by	April 14, 2017
Projected Contract start date	July 1, 2017

3. Interested Vendors must submit the proposal in searchable PDF format to:

Robert Durand
 Contract Administrator
 Alameda Health System
 7677 Oakport Street, 12th Floor
 Oakland, CA 94621-2026
 rdurand@alamedahealthsystem.org
4. **RFP Communications:** Proposers who have questions regarding the RFP, must submit them via email to Robert Durand, and are not to contact anyone at AHS other than the Contract Administrator. To insure the proper and fair evaluation of a proposal or bid, AHS prohibits ex parte communication by the Proposer to an AHS Official or Employee prior to the time a selection has been made. Communication between Proposer and AHS will be directed in writing to the Contract Administrator or designated contact person only. The Contract Administrator will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the proposal and repeat offenders may be disqualified from future projects. As of the issue date of this RFP and continuing until the final date for submission of proposals, all AHS personnel or AHS agents, except designated AHS personnel, are specifically directed not to hold meetings, conferences, or technical discussions with prospective Proposers pertaining to this RFP. Any Proposer found to be acting in any way contrary to this directive may be disqualified from entering into any Agreement that may result from this RFP.

5. **Conflict of Interest:** The responders' warrant that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to conflict of interest. A conflict of interest exist when there is a relationship with other persons, which makes a vendor unable or potentially unable to render impartial or advice to AHS, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after being awarded the contract and conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Contract Administrator. If a conflict of interest is determined to exist, AHS may, at its discretion, cancel the contract.
6. **Gratuities:** It is improper for any AHS officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of any resultant agreement or that the Proposer's failure to provide such consideration may negatively affect AHS's consideration of the Proposer's submission. A Proposer shall not offer or give, either, directly or through an intermediary, consideration in any form to a AHS officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of any resultant agreement. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.
7. **Amendment To RFP:** AHS reserves the right to amend, supplement, modify, or otherwise change any provision or part of this RFP, and/or the required schedule of events at any time prior to execution of a final written agreement between AHS and the successful Proposer, without any liability or obligation to Proposer. Any such change shall be in the form of an Addendum to this RFP, except for changes to Exhibit A (Required Agreement) approved by AHS. Each Addendum shall become part of this RFP. Each Addendum shall be made available to each person or organization that AHS records indicate has received this RFP. Should any Addendum require from Proposer additional information not previously requested, a Proposal's failure to address the requirements of such Addendum may result in the elimination of the Proposal for consideration.
8. AHS may select some respondents, but not necessarily all, to continue the discussion regarding entering into a formal business relationship for the Services. AHS has the sole right to determine what firm it desires to engage, which determination will be based on AHS's evaluation of the criteria described herein, and the decision may not go to the lowest priced proposal. **Notwithstanding any other provision of this RFP, this RFP is a solicitation for proposals only and is not an offer to enter into a contract. This RFP is not, and shall not be, considered an "agreement to negotiate." This RFP in no way constitutes an agreement between AHS and any Proposer or recipient of this RFP. No agreement or other binding obligation on AHS is implied or will occur unless and until a valid and binding Agreement is approved as required by AHS policy and procedures to establish a legally binding contract.**

9. Upon AHS selection of a Vendor; a contract will be completed, which includes the applicable proposal language, pricing and payment terms, the obligations of the parties; time frames and other important requirements. **The estimated start date of the contract is July 1, 2017.**

Sincerely,

Robert J. Durand, Jr.

Robert Durand / Contract Administrator
Non-Physician Contracts
Alameda Health System
7677 Oakport Street, 12th Fl., Oakland, CA 94621-2026
rdurand@alamedahealthsystem.org

Attachments: Attachment 1 – Fact Sheet - Facilities
Exhibit A – Sample AHS Agreement

ATTACHMENT 1 Fact Sheet - Facilities

Highland Hospital

1411 East 31st Street

Oakland, CA. 94602

(510) 437 - 4800

<http://www.highlandahs.org>

<http://www.highlandwellnessahs.org>

Highland Hospital, located in Oakland, CA, is a major regional trauma center and teaching hospital that delivers primary, specialty, and multi-specialty care. Within the Highland campus are Centers of Excellence in Maternity Services, Gastroenterology, Surgery, Orthopedics, Geriatrics/Senior Care, and Trauma.

Emergency and Trauma

- Northern Alameda County's highest level Trauma Center serving over 2,000 critically injured patients per year
 - Inpatient/Outpatient Care
 - Full range of services including Cardiac, Cancer, HIV/AIDS, Orthopedics, Dental, Diabetes, Respiratory, Substance Abuse Treatment and Maternal/Child Health
 - Medical interpretation in 24 languages through in-person staff and state of the art videoconferencing
- Teaching Hospital
- Residencies in Emergency Medicine, Surgery, Oral Surgery, Internal Medicine, Primary Care, Transitional Care.

John George Psychiatric Hospital

2060 Fairmont Drive

San Leandro, CA. 94578

(510) 346-1400

<http://www.johngeorgeahs.org>

John George Psychiatric Hospital, located in San Leandro, CA, provides psychiatric emergency and acute care services to adults experiencing severe and disabling mental illnesses.

Services include:

- Inpatient psychiatric services (approximately 3,200 admissions per year)
- Psychiatric Emergency Service treats more than 95% of acute psychiatric emergencies in Alameda County
- Inpatient Substance Abuse Treatment

Fairmont Hospital

15400 Foothill Blvd.

San Leandro, CA. 94578

(510) 895-4200

<http://www.fairmontahs.org>

Fairmont Hospital, also in San Leandro, is an Acute Rehabilitation Center that is one of the foremost providers of acute rehabilitation services in Northern California, treating severe injuries such as stroke, brain and multiple-trauma. Services include:

Rehabilitation

- 50-bed Acute Rehabilitation Center treating Cerebral, Vascular, Neurological, Brain Injury, Spinal Cord Injury, Multiple Trauma, Amputation, Orthopedic Injury and Chronic Pain
- Occupational and Physical Therapy
- Speech Pathology and Audiology
- Skilled Nursing
- 109-bed Skilled Nursing Facility
- Many residents have multiple diagnoses including neuro-respiratory, substance abuse or other behavioral issues
- Median age is younger than 60

San Leandro Hospital

13855 East 14th St.

San Leandro, CA 94578

(510) 357-6500

<http://www.sanleandroahs.org>

San Leandro Hospital is a 93-bed community-based hospital that provides inpatient and outpatient services including medical, surgical and intensive care. The hospital serves central Alameda County, a community of 265,000 people.

Medical services include 24-hour emergency services, a 13-bed, Level II Emergency Department, critical care, a full complement of skilled surgeons, rehabilitation services, and ancillary services.

Specialty Services – Specialized hospital programs include:

- Cardiology
- Emergency Services
- Imaging Services
- Infectious Disease Services
- Kidney Care
- Lab Services
- Respiratory Care
- Social Work Services
- Surgical Specialty Services including General, Orthopedic, Vascular and ENT.

Alameda Hospital

2070 Clinton Ave.

Alameda, CA 94501

(510) 522-3700

<http://www.alamedaahs.org>

Alameda Hospital at Park Bridge Rehabilitation and Wellness Center (formerly Waters Edge)

2401 Blanding Avenue

Alameda, CA 94501

Alameda Hospital South Shore Rehabilitation and Wellness Center

625 Willow Street

Alameda, CA 94501

Alameda Hospital, Sub Acute Unit

2070 Clinton Avenue

Alameda, CA 94501

Alameda Hospital, located in Alameda, is a 281-bed acute care hospital with 100 acute care beds, 35 subacute beds and 146 skilled nursing facility beds (Waters Edge and South Shore). There is also a Wellness Clinic located at South Shore. The hospital provides a full range of emergency, acute, post-acute inpatient, outpatient, surgical, and wellness services. The hospital serves as the primary health care resource for the residents of Alameda and provides specialty and long term care services for the broader East Bay Area. The facility has nearly 200 board-certified physicians on staff. Its physicians, employees and volunteers are committed to providing the community with quality, compassionate and personalized health care.

Wellness Centers

A network of community-based Wellness Centers that expand access to primary care and AHS medical specialties. All primary services are offered at the Wellness Centers to provide continuity of care for patients. Services include Pediatrics, Immunizations, Family Planning, HIV/AIDS, Breast Health, Dental, Podiatry, TB, Minor Surgery, Social Work and Health Education.

Wellness Centers are Federally Qualified Health Care Clinics located at:

Eastmont Wellness

6955 Foothill Blvd., Suite 200
Oakland, CA. 94605
(510) 567-5700

<http://www.eastmontahs.org>

Hayward Wellness

664 Southland Mall
Hayward, CA 94545
(510) 266-1700

<http://www.haywardahs.org>

Newark Wellness

6066 Civic Terrace Avenue
Newark, CA 94560
(510) 505-1600

<http://www.newarkahs.org>

EXHIBIT A
MODEL AGREEMENT
