



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. ACPHD-DCDCP-1014

for

Braided Funding: A Syndemic Approach to Sexual Health and Wellness

For complete information regarding this project, see Request for Proposal (RFP) posted at [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] or contact the County representative listed below.

Thank you for your interest!

Contact Person: Nancy Ceja

Phone Number: (510) 268-7665

Email Address: PHDprocurements@acgov.org

Alameda County Public Health Department – Procurements, Grants & Contracts Unit

RESPONSE DUE

by

2:00 p.m.

on

Thursday – February 1, 2024

through

Alameda County Public Health Department, Procurements, Grants & Contracts Unit

PHDprocurements@acgov.org



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CALENDAR OF EVENTS

**REQUEST FOR PROPOSAL No. ACPHD-DCDCP-1014
BRAIDED FUNDING: A SYNDEMIC APPROACH TO SEXUAL HEALTH AND WELLNESS**

EVENT	DATE/LOCATION
Request Issued	December 18, 2023
Bidders Conference No. 1	January 3, 2024 at 9:30 a.m. Join Zoom Meeting https://us06web.zoom.us/j/9422039197?pwd=bEdTa2VLVTNWRGQ5bDhaTlFBTm15Zz09&omn=87074344920 Meeting ID: 942 203 9197 Passcode: 714175 --- Or call in (audio only) USA 404 443 6397 US Toll USA 877 336 1831 US Toll-free Conference code: 387290
Bidders Conference No. 2	January 4, 2024 at 1:00 p.m. Join Zoom Meeting https://us06web.zoom.us/j/9422039197?pwd=bEdTa2VLVTNWRGQ5bDhaTlFBTm15Zz09&omn=85448208942 Meeting ID: 942 203 9197 Passcode: 714175 --- Or call in (audio only) USA 404 443 6397 US Toll USA 877 336 1831 US Toll-free Conference code: 387290
Written Questions Due via Email: PHDprocurements@acgov.org	January 5, 2024 by 5:00 p.m.
List of Attendees	January 8, 2024
Questions & Answers Issued	January 17, 2024
Addendum Issued [only if necessary to amend RFP]	January 17, 2024
Response Due and Submitted through Alameda County, Public Health Department 1100 San Leandro Blvd., 1st Floor Lobby San Leandro, CA 94577	Thursday, February 1, 2024 by 2:00 p.m.
Evaluation Period	February 1, 2024 – March 21, 2024
Notice of Intent to Award Issued	March 21, 2024
Board Consideration Award Date	June 2024
Contract Start Date	July 1, 2024

NOTE: All dates are tentative and subject to change

REQUEST FOR PROPOSAL No. ACPHD-DCDCP-1014
SPECIFICATIONS, TERMS & CONDITIONS
for
Braided Funding: A Syndemic Approach to Sexual Health and Wellness

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EXHIBIT A BID RESPONSE PACKET

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EXHIBIT C HIPAA BUSINESS ASSOCIATE AGREEMENT

I. ACRONYM GLOSSARY:

ACPHD	Alameda County Public Health Department
ADAP	AIDS Drug Assistance Program
BIPOC	Black, Indigenous, and other People of Color
CAGE	Commercial and Government Entity
CSC	County Selection Committee
DCDCP	Division of Communicable Disease Control & Prevention
EHE	Ending the HIV Epidemic
EIS	Early Intervention Services
HCV	Hepatitis C Virus
HE/RR	HIV Health Education & Risk Reduction
HIV	Human Immunodeficiency Virus
HOPWA	Housing Opportunities for Persons with AIDS
HRSA	Health Resources and Services Administration
MCM	Medical Case Management
MOU	Memorandum/Memoranda of Understanding
MSM	Men who have Sex with Men
NMCM	Non-Medical Case Management
OA-HIPP	Office of AIDS Health Insurance Premium Payment
OCCR	Office of Contract Compliance & Reporting
OHC	Office of HIV Care
OTGAPC	Oakland Transitional Grant Area Planning Council
PEP	Post-Exposure Prophylaxis
PLWH	People Living with HIV/AIDS
PrEP	Pre-Exposure Prophylaxis
PWID	People Who Inject Drugs
PWUD	People Who Use Drugs
RFP	Request for Proposals
RS	Ryan White Services Report
RWHAP	Ryan White HIV/AIDS Program
SDOH	Social Determinants of Health
SSP(s)	Syringe Services Program(s)
STD	Sexually Transmitted Disease
SUD	Substance Use Disorder
UOS	Units of Service

II. STATEMENT OF WORK

ACPHD envisions combined funding strategies that seamlessly integrate HIV, STD, HCV programs using a Health Equity lens, because these health areas are interrelated. By leveraging multiple funding sources, the County can promote coordination, expand capacity, and ensure sustainable community-led programs that are more responsive to the comprehensive needs of Alameda County residents living with and most impacted by HIV, STD, and HCV (syndemics¹). ACPHD is seeking applications for comprehensive and integrated efforts that impact Alameda County residents disproportionately affected by the high rates of human immunodeficiency virus (HIV) transmission, sexually transmitted disease (STD) transmission, and hepatitis C virus (HCV) transmission. Funds will be awarded through a competitive process to agencies experienced in providing comprehensive services to members of groups disproportionately impacted by HIV, STDs, and HCV in Contra Costa and Alameda Counties as evidenced by epidemiologic and needs assessment data. Ryan White and Minority AIDS Initiative (MAI) funds must serve residents of Alameda and Contra Costa Counties.

Under this Request for Proposal, ACPHD will fund agencies to deliver Medical Case Management (MCM), HIV Early Intervention Services (EIS), HIV Health Education & Risk Reduction (HE/RR), HIV Care Outreach Services, HIV Non-Medical Case Management (NMCM), HIV Prevention & Outreach, STD/HCV Testing, and Harm Reduction Services.

A. INTENT

The intentions of this braided RFP are comprehensive. It aims to address the unmet health needs of People Living with HIV/AIDS in Alameda and Contra Costa Counties by 1) funding primary health care and support services that enhance access to and retention in care; 2) improving access to sexual health and wellness services for all residents of Alameda and Contra Costa County, and 3) reducing drug related harm among People Who Inject Drugs and People Who Use Drugs. It also creates a streamlined RFP and contracting process that lowers the workload on our community partners to secure funding and administer their contracts.

Funding will support innovative harm reduction strategies that include and place an emphasis on non-traditional settings as well as a clinical service model of delivering low barrier and comprehensive HIV services for Alameda and Contra Costa County residents who are low income and have unmet needs. ACPHD seeks to fund integrated disease prevention, screening, diagnosis and treatment of HIV, syphilis, gonorrhea, chlamydia, other STDs, and HCV. Programs must provide evidence-informed HIV/STD/HCV screening, testing, and treatment approaches, HIV prevention strategies (including pre- and post-exposure prophylaxis (PrEP and PEP), HIV testing which includes a warm hand off to needed services, and in-person client interventions).

¹ A set of linked health problems involving two or more diseases interacting and contributing to excess disease burden in a population.

The County intends to fund programs that adopt a sexual health² and wellness framework, which encompasses a more inclusive approach for individuals seeking treatment for sexual health and wellness concerns. This model focuses on the benefits of prevention interventions and early diagnosis and treatment. This approach can help normalize sexual health interventions, influence the perceptions of sexual health, and reduce the stigmas that prevent some individuals from seeking care.

The priority populations for this funding are defined as:

- Black and African American men who have sex with men
- Latinx men who have sex with men
- Black and African American cisgender women
- Transgender women
- People who inject and who use drugs
- People experiencing homelessness or are unstably housed
- People who have been incarcerated or justice involved
- Youth ages 14 -30

The County intends to award two-year contracts (with the option to renew for three years depending on the available funding) to up to ten Bidders selected as the most responsible Bidders and whose response conforms to the RFP and meets the County's requirements for **Medical Case Management (MCM)**.

The County intends to award two-year contracts (with the option to renew for three years depending on the available funding) to up to four Bidders selected as the most responsible Bidders and whose response conforms to the RFP and meets the County's requirements for **HIV Early Intervention Services (EIS)**.

The County intends to award two-year contracts (with the option to renew for three years depending on the available funding) to up to two Bidders selected as the most responsible Bidders and whose response conforms to the RFP and meets the County's requirements for **HIV Health Education & Risk Reduction (HE/RR)**.

² The World Health Organization defines sexual health as a state of physical, emotional, mental and social well-being in relation to sexuality; it is not merely the absence of disease, dysfunction or infirmity. Sexual health requires a positive and respectful approach to sexuality and sexual relationships, as well as the possibility of having pleasurable and safe sexual experiences, free of coercion, discrimination and violence. Retrieved from CDC.
<https://www.cdc.gov/sexualhealth/Default.html#:~:text=Sexual%20health%20requires%20a%20positive,of%20coercion%2C%20discrimination%20and%20violence.>

The County intends to award a two-year contract (with the option to renew for three years depending on the available funding) to up to one Bidder selected as the most responsible to the RFP and whose response meets the County's requirements for **HIV Care Outreach Services**.

The County intends to award a two-year contract (with the option to renew for three years depending on the available funding) to up to one Bidder selected as the most responsible to the RFP and whose response conforms to the RFP and meets the County's requirements for **HIV Non-Medical Case Management (NMCM)**.

The County intends to award five-year contracts to up to six Bidders selected as the most responsible to the RFP and whose response conforms to the RFP and meets the County's requirements for **HIV Prevention & Outreach**.

The County intends to award two-year contracts (with the option to renew for one year depending on the available funding) to up to five Bidders selected as the most responsible to the RFP and whose response conforms to the RFP and meets the County's requirements for **STD/HCV Testing**.

The County intends to award five-year contracts to up to two Bidders selected as the most responsible to the RFP and whose response conforms to the RFP and meets the County's requirements for **Harm Reduction Services**.

Who Can Apply:

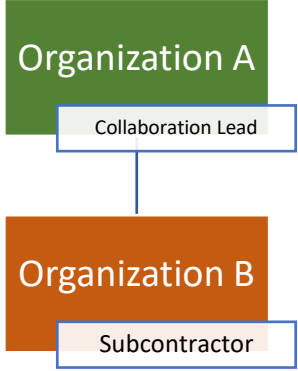

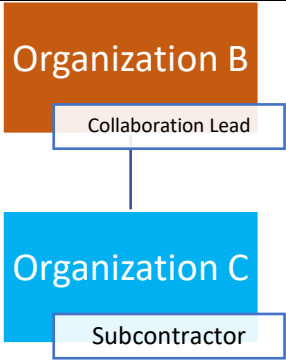
Bidders are welcome to apply for funding individually or in collaboration with others to develop a comprehensive proposal that combines and integrates the service categories named above.

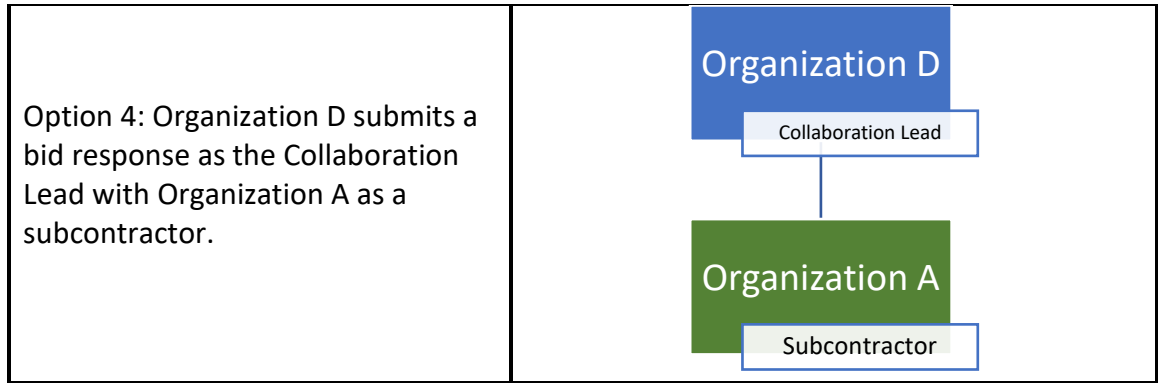
Collaborations (Prime Bidder/Collaboration Lead with proposed subcontractors): Collaboration Lead (responsible for collaboration governance, oversight, and administration, and subcontracting to collaborating partners), submits one bid response on behalf of the collaboration. The Collaboration Lead must be a business entity registered with the California Secretary of State, such as a corporation, limited liability company, limited partnership, local health jurisdiction, or nonprofit corporation, including without limitation a 501(c)(3). The non-lead collaborating partner(s) designated as subcontractor(s) to the Collaboration Lead must have assigned deliverables in the scope of work. In this agreement, the Prime Bidder/Collaboration Lead will be awarded the County contract and will be responsible for managing the scope of work, budget, and payment of all collaboration subcontractors.

Single Organization (Prime Bidder): One organization (a business entity registered with the California Secretary of State, such as a corporation, limited liability company, limited

partnership, local health jurisdiction, or nonprofit corporation, including without limitation a 501(c)(3).

Bidders may apply for multiple service categories. A Collaboration Lead may also appear as a subcontractor in another collaboration and may also apply as a Single Organization for the same service category for which they are applying to as a Collaboration Lead. A subcontractor in a collaboration may also apply as a Single Organization and as a Collaboration Lead for the same service category for which they appear as a subcontractor. A subcontractor may appear in more than one collaboration for the same service category. See possible options of combinations of bid proposals per service category. Please note that this is not a complete list of every possible option.

<p>Option 1: Organization A submits a bid response as the Collaboration Lead with Organization B as a subcontractor.</p> <p>AND/OR</p>	 <pre> graph TD A[Organization A] --- CL[Collaboration Lead] CL --- B[Organization B] B --- SC[Subcontractor] </pre>
<p>Option 2: Organization A and B may also choose to apply separately as Single Organizations.</p> <p>AND/OR</p>	 <pre> graph LR B[Organization B] --- SO1[Single Organization] A[Organization A] --- SO2[Single Organization] </pre>
<p>Option 3: Organization B may submit a bid response as the Collaboration Lead with Organization C as a subcontractor.</p> <p>AND/OR</p>	 <pre> graph TD B[Organization B] --- CL[Collaboration Lead] CL --- C[Organization C] C --- SC[Subcontractor] </pre>



Bidders must indicate which service categories are being requested for funding in the Service Category Selection of the Bid Response Packet. Bidders must also indicate if applying as a Collaboration Lead and/or as a Single Organization.

Service Category	Funding Origin	Anticipated Number of Awards	Estimated Available Annual Funding	Floor of Individual Award Range	Ceiling of Individual Award Range	Anticipated Award Start Date	Anticipated Award End Date
Medical Case Management (MCM)	RW Part A & B RWA MAI Indicates services to both Alameda & Contra Costa County residents	10	\$3,200,000	\$45,000	\$1.5M	March 1, 2025	Feb 28, 2027
HIV Early Intervention Services (EIS)	RW Part A & B RWA MAI Indicates services to both Alameda & Contra Costa County residents	4	\$436,000	\$50,000	\$120,000	March 1, 2025	Feb 28, 2027
HIV Health Education & Risk Reduction (HE/RR)	RW Part A Indicates services to both Alameda & Contra Costa County residents	2	\$73,000		\$43,000	March 1, 2025	Feb 28, 2027
HIV Care Outreach Services	RW Part A Indicates services to both Alameda & Contra Costa County residents	1	\$35,000		\$35,000	March 1, 2025	Feb 28, 2027

HIV Non-Medical Case Management (NMCM)	RWA MAI Indicates services to both Alameda & Contra Costa County residents	1	\$28,000		\$28,000	March 1, 2025	Feb 28, 2027
HIV Prevention & Outreach	HIV Prevention & Surveillance (CDC) County Measure A	6	\$571,000	\$50,000	\$120,000	August 1, 2024	July 31, 2029
STD/HCV Testing	CDPH	5	\$237,000	\$25,000	\$55,000	July 1, 2024	June 30, 2026
Harm Reduction Services	County Funds	2	\$998,000	\$150,000	\$850,000	July 1, 2024	June 30, 2029

Special Notes:

- The actual number of awards and amount of funding available depends on the amount of funding awarded to ACPHD by the State, Health Resources and Services Administration (HRSA), and County, as well as on the quality of applications received.
- Bidders applying to the following service categories—Medical Case Management, HIV Early Intervention Services, HIV Health Education & Risk Reduction, HIV Care Outreach Services, and HIV Non-Medical Case Management—must be able to demonstrate being able to provide administrative support to execute the contract within 45 days of the start of the funding period.
- The County reserves the right to suggest or curate collaborations depending on bid responses and based on the expressed needs of People Living with HIV/AIDS in Alameda and Contra Costa Counties.
- Collaborations may include as many subcontractors as needed to support proposed programmatic activities or services.

B. SCOPE & DEFINITIONS

Medical Case Management (MCM)

MCM is the provision of a range of client-centered activities focused on improving health care outcomes for people living with HIV in support of the HIV care continuum. Activities provided under this service category may be provided by an interdisciplinary team that

includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication).

HIV Early Intervention Services (EIS)

EIS can include the identification of individuals at points of entry and access to services and provision of a) focused HIV testing; b) referral service to improve HIV care and treatment; c) access and linkage to HIV care and treatment services; and d) health education and literacy training that enable clients to navigate the HIV system of care. All four components MUST be present, but Ryan White Parts A & B funds are to be used for HIV testing ONLY as necessary to supplement, not supplant, existing funding.

HIV Health Education & Risk Reduction (HE/RR)

HE/RR is the provision of services that educate people living with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes the provision of information about medical and psychosocial support services and counseling to help people living with HIV improve their health status.

HIV Non-Medical Case Management Services (NMCM)

NMCM is the provision of a range of client-centered activities focused on improving access to, and retention in, needed core medical and support services for people living with HIV. NMCM provides coordination, guidance, and assistance in accessing medical, social, community, legal, financial, and other needed services. NMCM services may also include assisting eligible clients to access public and private programs for which they may be eligible, such as Medi-Cal, Medicare Part D, AIDS Drug Assistance Program (ADAP), Health Insurance Premium Payment (OA-HIPP), Disability Insurance, Housing Opportunities for Persons with AIDS (HOPWA), Social Security, Pharmaceutical Manufacturer's patient assistance programs, Covered California, and other state or local health care and supportive services. This service category will be delivered through several methods of communication including face-to-face contact, phone contact, and other forms of communication deemed appropriate.

HIV Care Outreach Services

The Outreach Services category has as its principal purpose identifying people living with HIV who either do not know their status, or who know their status but are not currently in care. As such, Outreach Services provide the following activities: a) identification of people who do not know their HIV status and /or b) linkage or re-engagement of people living with HIV who know their status into HRSA RWHAP services, including provision of information about health care coverage options.

HIV Prevention and Outreach

Community-based HIV focused testing, routine opt-out testing in medical settings, and linkage to care for persons newly diagnosed with HIV, and to engage or re-engage individuals in HIV care. Provide HIV prevention services for all individuals who test negative for HIV. This must include screening for PrEP eligibility and distribution of condoms/risk reduction materials, PrEP/PEP assessment and referral for anyone testing HIV-negative, and PrEP navigations and initiation for people who would benefit from PrEP. Documentation of PrEP screening/assessment must be provided for each client engaged.

STD/HCV Testing

Provide comprehensive STD and HCV testing to those at high risk for infection, STD treatment for those with diagnosed infection, HCV treatment for those with diagnosed infection, and education about and referral to appropriate biomedical prevention programs, with a particular focus on People who Inject Drugs and People who Use Drugs (PWUD), Black and African American men who have sex with men (MSM), Latinx men who have sex with men, Black and African American cisgender women, transgender women, people who have been incarcerated or justice involved, people who are experiencing homelessness or are unstably housed, and youth ages 14-30.

Harm Reduction Services

Support community-based overdose prevention programs, syringe services programs, and other harm reduction services. Funding will be used to enhance overdose and other types of prevention activities to help control the spread of infectious diseases and the consequences of such diseases for individuals with, or at risk of developing substance use disorders (SUD), support distribution of FDA-approved overdoses risk for, or with, a SUD to overdose education, counseling, and health education, link individuals to treatment for infectious diseases, such as HIV, STDs, and HCV, and calls for the non-judgmental, non-coercive provision of services and resources to people who use drugs and the communities in which they live in order to assist them in reducing attendant harm. It recognizes that the realities of poverty, class, racism, social isolation, past trauma, sex-based discrimination, and other social inequalities affect both people's vulnerability to and capacity for effectively dealing with drug-related harm.

C. BACKGROUND

Braided funding is the combination of two or more funding streams that are initially separate and using them towards a shared goal. The goals for braided funding when addressing the syndemic in Alameda and Contra Costa County are to:

- Reduce the number of individuals who do not know they have an HIV/STD or HCV,
- Reduce the time from initial screening to treatment,

- Improve service coordination with seamless hand-offs,
- Increase viral suppression,
- Improve accessibility, acceptability, and quality of services across the care continuum,
- Address proactively the health disparities across the three diseases by effectively and sensitively reaching disproportionately impacted communities, using data and community input to guide service delivery,
- Facilitate the creation of well-integrated wellness programs that address the syndemic.

ACPHD works to achieve health equity³ through several strategies: transforming our own organization through institutional change; working with residents on neighborhood initiatives and building partnerships to address the root causes of health inequities.

Health equity refers to the right to access quality healthcare for all populations regardless of race, ethnicity, gender, socioeconomic status, sexual orientation, or geographical location. This includes access to prevention, treatment, and recovery services for mental and substance use disorders. Advancing health equity involves ensuring that everyone has a fair and just opportunity to be as healthy as possible. In conjunction with quality services, this involves addressing social determinants of health (SDOH), such as employment and housing stability, insurance status, proximity to services, culturally responsive care – all of which have an impact on behavioral health outcomes.

D. BIDDER QUALIFICATIONS

BIDDER Minimum Qualifications

- a. Bidder must be regularly and continuously engaged in the business of providing medical, behavioral health and/or social services to the populations intending to serve (from the identified priority populations listed below) for at least three (3) years, which must be clearly stated or demonstrated in the bid response using date ranges.
 - (1) Black and African American men who have sex with men
 - (2) Latinx men who have sex with men

³ Health equity is the state in which everyone has a fair and just opportunity to attain their highest level of health. Achieving this requires focused and ongoing societal efforts to address historical and contemporary injustices; overcome economic, social, and other obstacles to health and healthcare; and eliminate preventable health disparities.

- (3) Black and African American cisgender women
- (4) Transgender women
- (5) People who inject and who use drugs
- (6) People experiencing homelessness or are unstably housed
- (7) People who have been incarcerated or justice involved
- (8) Youth ages 14 -30

- b. Bidder must be a business entity registered with the California Secretary of State, such as a corporation, limited liability company, limited partnership, local health jurisdiction, or nonprofit corporation, including without limitation a 501(c)(3).
- c. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any addendum or published questions and answers, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

E. SPECIFIC REQUIREMENTS

Awarded Bidders under this RFP must comply with terms and conditions of the contract between the County and the Bidder(s) to improve HIV, STD, and/or HCV-related health outcomes for the identified priority populations. At a minimum, the awarded Bidders will need to comply with the following requirements:

- 1. Must address barriers to health care.
- 2. Must indicate how the partners of people living with HIV will be engaged.
- 3. Must indicate how issues of stigma in accessing HIV care and services within Bidder's organization will be addressed.
- 4. Must provide referrals to STD screening and treatment.
- 5. Must ensure clients living with HIV are connected and retained in primary care.
- 6. Must have available extended service hours including evenings and/or weekends.

7. Must describe the type of information Bidder will have available to assess and address client's physical, mental, economic, and spiritual needs. Also describe how and who will provide health education, health literacy, PrEP information, risk reduction, and medication adherence.
8. Must have or develop language assistance procedures for assessing the language needs of the population proposed and translating both oral and written materials.
9. Must incorporate harm reduction approaches, motivational interviewing and/or culturally appropriate evidence-based service delivery models.
10. Must acknowledge the County on print and web-based materials and secure official County logos from program staff. Please note, while acknowledgement of the County is required, use of County logos is optional.
11. Must participate in ACPHD led client needs and client satisfaction surveys.
12. Must have a plan to serve clients or navigate clients to services who do not meet the eligibility criteria of the funding.

Medical Case Management (MCM) for People Living with HIV

At a minimum, the Bidder(s) awarded funding under this service category will need to comply with the following requirements:

1. Program Specific Requirements:
 - a. Must provide Units of Service (UOS), based on each fifteen (15) minutes of services.
 - b. Services must conform to the Health Resources and Services Administration (HRSA) requirements, Oakland Transitional Grant Area Planning Council (OTGAPC) Allocations, and County policies (See Appendix A).
 - c. Must be able to provide administrative support to execute the contract within 45 days of the start of the funding period.
2. Proposed programs should include the following key activities:
 - a. Initial assessment of service needs using a client centered approach.
 - b. Assess and address client housing status and housing needs using a housing first model of care development of a comprehensive, individualized care plan that includes housing and HIV medical care.

- c. Timely and coordinated access to medically appropriate levels of health and support services and continuity of care.
 - d. Continuous client monitoring to assess the efficacy of the care plan.
 - e. Re-evaluation of the care plan at least every 6 months with adaptations as necessary.
 - f. Ongoing assessment of the client's and other key family members' needs and personal support systems.
 - g. Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments.
 - h. Meaningful involvement of clients in the review of service utilization.
3. Proposed program should meet the following objectives and performance requirements at minimum such that Clients receiving services:
- a. Have regular housing assessments and referrals to resources to attain and retain housing.
 - b. Are assessed and offered referrals and resources from at least one needed service.
 - c. Have a subsequent visit and documentation of outcomes from referrals offered.
 - d. Demonstrate improved HIV health outcomes.

Early Intervention Services (EIS)

At a minimum, the Bidder(s) awarded funding under this service category will need to comply with the following requirements:

1. Program Specific Requirements:
 - a. Must provide Units of Service (UOS), based on each fifteen (15) minutes of services and/or one (1) HIV test completed.
 - b. Services must conform to the HRSA requirements, OTGAPC Allocations, and County Policies (See Appendix A).
 - c. Must be able to provide administrative support to execute the contract within 45 days of the start of the funding period.

2. Proposed program must include the following four (4) components:
 - a. Focused HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be living with HIV.
 - (1) Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts.
 - (2) HIV testing paid for by EIS cannot supplant testing efforts paid for by other sources.
 - b. Warm hand-off referral services to improve HIV care and treatment services at key points of entry.
 - c. Access and linkage to HIC care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Use Care.
 - d. Outreach Services and Health Education/Risk Reduction related to HIV diagnosis.
3. Proposed program should meet the following objectives and performance requirements at minimum:
 - a. Clients newly diagnosed with HIV will be linked to HIV care within thirty (30) days or less.
 - b. Clients aware of their HIV status and not in care will be relinked to HIV care within 30 days or less.
 - c. Clients will have demonstrably improved or stabilized viral load test results compared to baseline testing and results.
 - d. Clients receiving services will be linked to ancillary support services such as housing, mental health and substance abuse.

Health Education/Risk Reduction (HE/RR)

At a minimum, the awarded Bidder(s) under this service category will need to comply with the following requirements:

1. Program Specific Requirements:
 - a. Must provide Units of Service (UOS), based on each fifteen (15) minutes of service.

- b. Services must conform to HRSA requirements, OTGAPC Allocations, and County policies (see Appendix A).
 - c. HE/RR services cannot be delivered anonymously.
 - d. Must be able to provide administrative support to execute the contract within 45 days of the start of the funding period.
2. Proposed program may include the following components:
- a. Education on risk reduction strategies to reduce transmission such as PrEP for clients' partners and treatment as prevention.
 - b. Education on health care coverage options (e.g., qualified health plans through the Marketplace, Medi-Cal coverage, Medicare coverage).
 - c. Health literacy.
 - d. Treatment adherence education.

HIV Care Outreach Services

At a minimum, the awarded Bidder under this service category will need to comply with the following requirements:

1. Program Specific Requirements:
- a. Must provide Units of Service (UOS), based on each fifteen (15) minutes of services and/or one (1) HIV test completed.
 - b. Services must conform to HRSA requirements, OTGAPC Allocations, and County policies (see Appendix A).
 - c. Outreach Services provided to an individual or in small group settings cannot be delivered anonymously, as some information is needed to facilitate any necessary follow-up and care.
 - d. Outreach Services must not include outreach activities that exclusively promote HIV prevention education.
 - e. Outreach Services funds for HIV testing when HRSA RWHAP resources are available and where the testing would not supplant other exiting funding.
 - f. Must be able to provide administrative support to execute the contract within 45 days of the start of the funding period.
2. Outreach Services provide the following activities:

- a. Identification of people who do not know their HIV status and/or
 - b. Warm hand-off, linkage or re-engagement of people living with HIV who know their status into HRSA RWHAP services, including provision of information about health care coverage options.
3. Outreach Services must:
- a. Use data to prioritize populations and places that have a high probability of reaching people at highest risk for HIV infection and people living with HIV who:
 - (1) Have never been tested and are undiagnosed,
 - (2) Have been tested, diagnosed as HIV positive, but have not received their test results, or
 - (3) Have been tested, know their HIV positive status, but are not in medical care.
 - b. Be conducted at times and in places where there is a high probability that people living with HIV will be identified; and
 - c. Be delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort.

Non-Medical Case Management for People Living with HIV (NMCM)

At a minimum, the awarded Bidder under this service category will need to comply with the following requirements:

- 1. Program Specific Requirements:
 - a. Must provide Units of Service (UOS), based on each fifteen (15) minutes of service.
 - b. Services must conform to HRSA, OTGAPC Allocations, and County policies (see Appendix A).
 - c. Must be able to provide administrative support to execute the contract within 45 days of the start of the funding period.
- 2. Proposed program should include the following key activities:
 - a. Initial assessment of service needs.
 - b. Development of a comprehensive, individualized care plan.

- c. Timely and coordinated access to medically appropriate levels of health and support services and continuity of care.
- d. Client-specific advocacy and/or review of utilization of services.
- e. Continuous client monitoring to assess the efficacy of the care plan.
- f. Re-evaluation of the care plan at least every 6 months with adaptations as necessary.
- g. Ongoing assessment of the client's and other key family members needs and personal support systems.

HIV Prevention and Outreach

At a minimum, the awarded Bidder(s) under this service category will need to comply with the following requirements:

- 1. Identify one or more priority group(s) of focus to serve. Please see list of priority populations found in the Intent section of this RFP.
- 2. Funding for a particular priority population does not exclusively restrict testing to that population. However, it does mean that a minimum of 80% of persons served will be within your chosen priority population(s).
- 3. Proposed services must comply with all ACPHD, and federal EHE guidelines and standards.
- 4. Services must be provided in the County of Alameda.
- 5. Program Specific Requirements:
 - a. Must address barriers to health care; including structural barriers based on medical mistrust, systemic racism, and language.
 - b. Must include at least one HIV testing strategy:
 - (1) Routine, opt-out testing in healthcare settings.
 - (2) Focused testing among priority populations in non-clinic settings.
 - (3) Community-wide testing and to ensure HIV test at least once in a lifetime (such as neighborhood health fairs, mobile testing)
 - (4) Facilitate HIV prevention referrals for people diagnosed with an STD or HCV.

- c. Must include determining eligibility for and initiation of PrEP.
- d. Provide PEP or PrEP education for all sexually active individuals and navigation services as indicated and conduct confirmatory HIV testing and link people newly diagnosed with HIV to HIV care and offer HIV Partner Services for people diagnosed with HIV.
- e. Must offer flexibility in access to services in one of the following ways:
 - (1) Extended service hours including evenings and/or weekends.
 - (2) Telehealth
 - (3) Services outside of brick and mortar settings such as street medicine or mobile testing
- 6. Must address barriers to health care:
 - a. Must indicate how the partners of those who test positive with STD/HCV will be engaged.
 - b. Must indicate how the organization will address issues of stigma in accessing STD/HCV care and service within your organization.
 - c. Must have available extended service hours including evenings and/or weekends.
 - d. Must describe the type of information you will have available to assess and address client's physical, mental, economic, and spiritual needs. Also describe how and who will provide health education, health literacy, PrEP information, risk reduction, and medication adherence.
 - e. The awarded Bidder must incorporate harm reduction approaches, motivational interviewing, and culturally appropriate evidence-based service delivery models.
 - f. The awarded Bidder must have or develop language assistance procedures for a) assessing the language needs of the population proposed; and b) translating both oral and written materials.
 - g. Provide patient navigation that addresses insurance access and barriers to ongoing care, helps patients throughout the health care system, and promotes patient health.
 - h. Facilitate continuity of care for patients in need of both clinical services and those in SDOH, that are not provided at the sexual health clinical site,

by establishing Memoranda of Understanding (MOUs) with community partners to address those needs.

STD/HCV Testing

Bidders must already be conducting STD/HCV testing, treatment, and referral services with HIV prevention and linkage services in Alameda County.

At a minimum, the awarded Bidder(s) under this service category will need to comply with the following requirements:

1. Implement an innovative model of sexual health care that uses community-based, data-driven screening and treatment for STD and HCV.
2. Direct provision of PrEP education, screening, and referral, if indicated.
3. Provide high quality sexual health prevention, screening, and treatment services to individuals seeking evaluation for and treatment of STD and HCV concerns regardless of their immigration status or ability to pay.
4. Provide services that are client centered, culturally responsive/sensitive/affirming and free of stigma, racism, and discrimination.
5. Assessing the needs of those more vulnerable to STD/HCV exposure and providing active referrals to address those needs.
6. Support a sexual health clinic team that includes clinical providers and staff experienced in identifying patient needs and addressing SDOH.
7. STD/HCV screening among those who are homeless, experience housing instability, and/or have been incarcerated.
8. Must address barriers to health care:
 - a. Must indicate how the partners of those who test positive with STD/HCV will be engaged.
 - b. Must indicate how the organization will address issues of stigma in accessing STD/HCV care and service within your organization.
 - c. Must have available extended service hours including evenings and/or weekends.
 - d. Must describe the type of information you will have available to assess and address client's physical, mental, economic, and spiritual needs. Also

describe how and who will provide health education, health literacy, PrEP information, risk reduction, and medication adherence.

- e. The awarded Bidder must incorporate harm reduction approaches, motivational interviewing, and culturally appropriate evidence-based service delivery models. Services must conform to state policies.
- f. The awarded Bidder must have or develop language assistance procedures for a) assessing the language needs of the population proposed; and b) translating both oral and written materials.
- g. Provide patient navigation that addresses insurance access and barriers to ongoing care, helps patients throughout the health care system, and promotes patient health.
- h. Facilitate continuity of care for patients in need of both clinical services and those in SDOH, that are not provided at the sexual health clinical site, by establishing Memoranda of Understanding (MOUs) with community partners to address those needs.

Harm Reduction Services

At a minimum, the awarded Bidder(s) under this service category will need to comply with the following requirements:

- 1. Syringe Exchange
 - a. Distribution must include all elements as described below:
 - (1) Awarded Bidder(s) must include a needs-based distribution design, and secondary exchange, meaning one provider obtains syringes to distribute to other recipients, activities are encouraged.
 - (2) Awarded Bidders(s) must maintain a record of the number of new syringes distributed and number of used syringes returned/collected.
 - (3) Awarded Bidder(s) must provide hypodermic needles and syringes, personal sharps containers, and harm reduction supplies including, but not limited to, safer consumption and wound care supplies.
 - b. Collection
 - (1) Awarded Bidder(s) must be equipped to accept large and small quantities of used syringes/sharps from participants and other community members. Harm reduction programs must encourage,

but not require, participants to return used syringes when able/willing, including providing them with adequate sharps containers.

- (2) Awarded Bidder(s) must educate participants on the safe disposal options for used supplies with or without sharps container access.

c. Disposal

- (1) Awarded Bidder(s) must be responsible for coordinating the collection and disposal of used syringes.
- (2) Awarded Bidder(s) must provide education on proper sharps disposal and the prevention of needle stick injuries.

2. Overdose Prevention

- a. Awarded Bidder(s) must provide education on the risk factors for overdose, steps clients can take to prevent overdose when using, how to recognize overdose, and appropriately responding to an overdose.
- b. Awarded Bidder(s) must also provide information and/or supplies related to both drug testing (fentanyl testing strips) and administering opioid antagonist medications (Narcan/Naloxone) to reverse an opioid overdose.
- c. Awarded Bidder(s) must have a plan to provide overdose reversal kits.

3. Harm Reduction Services

- a. Awarded Bidder(s) must provide a variety of information to assist participants in reducing other harms, depending on their specific needs and readiness.
 - (1) Such information will include education and tools related to wound care, safe consumption/smoking/snorting practices, resources/safety tips for sex workers, resources/tools related to injectable medication such as insulin and/or hormones, sexual assault and intimate partner violence referrals, referrals to treatment for substance use disorder, housing services and others.

F. DELIVERABLES / REPORTS

Requirements outlined below are specific to Medical Case Management (MCM), HIV Early Intervention Services (EIS), HIV Health Education & Risk Reduction (HE/RR), HIV Care Outreach Services, and HIV Non-Medical Case Management (NMCM) service categories.

Awarded Bidders must track and report on all performance requirements for funded services categories as listed in the Specific Requirements section in monthly/quarterly reports to the Alameda County Public Health Program Manager during the term of the contract. Indicators listed above are subject to change based on funder and/or community requirements.

1. Submit monthly invoices and reports as detailed in the contract.
2. Enter required data in specified database (ARIES HIV Care Connect, etc.),
3. The awarded Bidders must enter all client level data required for the annual Ryan White Service Report (RSR) into Aries/HIV Care Connect, and upload its RSR in the designated reporting system (HRSA Electronic Handbook) for each calendar year in which services are delivered.
4. Provide quarterly viral load data if providing MCM.
5. Provide quarterly housing status data if providing MCM.
6. Provide at least one (1) program update annually including Unduplicated Clients and Units of Service on programs to the OHC.
7. Demonstrate Quality Assurance and Quality Improvement (QAQI) and report on improvement in HIV-related outcomes using indicators acceptable to OHC; for example: number of clients with suppressed HIV viral load, number of clients reporting regular engagement in medical care, number of clients reporting improvement in health outcomes.
8. Participate in annual Subaward Recipient meeting.
9. Provide results of a yearly client satisfaction survey.
10. Participate in an annual client needs assessment.
11. Participate in the annual programmatic and fiscal site visit(s).

Requirements outlined below are specific to the HIV Prevention and Outreach service category:

1. Submit monthly invoices and reports as detailed in the contract.
2. Enter required data in Local Evaluation Online database monthly.
3. Provide a semi-annual progress report.
4. Provide a final progress report.

5. Participate in meetings as required by Office of HIV Prevention.

Requirements outlined below are specific to the Harm Reduction service category:

1. Submit monthly invoices.
2. Submit annual report.

Requirements outlined below are specific to the STD/HCV Testing service category:

Awarded Bidders must track and report on all performance requirements for funded services as listed in the Specific Requirements section in monthly invoicing and end of the fiscal year reports to the Alameda County Public Health Program Manager during the term of the contract. Indicators listed in the Specific Requirements section are subject to change based on the funder and/or community requirements.

1. Submit monthly invoices as detailed in the contract.
2. Participate in yearly End of Contract deliverable reports.

G. **BIDDERS CONFERENCE(S)**

1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

Bidder Conference #1

Wednesday, January 3, 2024 9:30 AM - 11:00 AM

<https://us06web.zoom.us/j/9422039197?pwd=bEdTa2VLVTNWRRGQ5bDhaTlFBTm15Zz09&omn=87074344920>

Meeting ID: 942 203 9197

Passcode: 714175

USA 404 443 6397 US Toll

USA 877 336 1831 US Toll-free

Conference code: 387290

Bidder Conference #2

Thursday, January 4, 2024 1:00 PM – 2:30 PM

<https://us06web.zoom.us/j/9422039197?pwd=bEdTa2VLVTNWRRGQ5bDhaTlFBTm15Zz09&omn=85448208942>

Meeting ID: 942 203 9197

Passcode: 714175

USA 404 443 6397 US Toll

USA 877 336 1831 US Toll-free

Conference code: 387290

2. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
3. Bidders Conference(s) will be held to:
 - a. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project(s).
 - b. Provide Bidders an opportunity to receive documents, etc., necessary to respond to this RFP.
 - c. Provide the County with an opportunity to receive feedback related to this RFP.
 - d. Provide an opportunity for Bidders to collaborate and network.
4. The Bidders Conference(s) Attendees List will be released in a separate document.
5. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Nancy Ceja, Program/Financial Specialist
Alameda County Public Health Department
Procurements, Grants and Contracts Unit
E-Mail: PHDprocurements@acgov.org

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

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

H. EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience related to the services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
8. **Final Score.** The final maximum score for any procurement is 500 points. Proposals will be ranked by their final scores.

In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the references score added will be the final score.

9. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the ACPHD – Administrative Services Division - Procurements, Grants, and Contracts Unit only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
10. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
11. The zero to five-point scale range is defined as follows:

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

12. The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	Completeness of Response: Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.	Pass/Fail
B.	Debarment and Suspension: Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM .	Pass/Fail
C.	Description of Syndemic Approach: Proposals will be evaluated considering the RFP specifications and the questions below: <ol style="list-style-type: none"> 1. Does the description of syndemic approach depict a logical approach to fulfilling the requirements of the RFP? 2. Has the bidder addressed culturally appropriate services with a syndemic approach; including accommodations for language and/or cultural differences? 3. If the Bidder is unable to provide all the services to meet the syndemic response what is the proposed process for ensuring that the client receives those services? 	15 Points
D.	Health Equity: Proposals will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> 1. Does the Bidder demonstrate an understanding of health equity and social determinants of health? 2. How well does the Bidder address factors relating to health equity? 3. Does the Bidder focus on providing services in geographic areas with high prevalence of the syndemic (HIV/STD/HCV)? 	15 Points

	<p>4. Does the Bidder respond to needs of key populations as identified by current epidemiological data?</p> <p>5. Does the bidder demonstrate the ability to link clients to services if the client is not eligible for services through this funding?</p> <p>6. Does the bidder demonstrate the ability to link clients to services if the services are not provided by the bidder?</p>	
E.	<p>Relevant Experience:</p> <p>Proposals will be evaluated considering the RFP specifications and the question below:</p> <p>1. Does the Bidder have the capacity, qualifications, connection to the community and relevant experience to deliver the services requested?</p> <p>2. How much experience does the Bidder have delivering services with a clear syndemic approach?</p> <p>3. How well does the Bidder demonstrate having the language ability and cultural competence to reach the priority population?</p>	15 Points
F.	<p>Description of Proposed Services:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <p>1. Does the description of proposed services describe a clear and logical approach to fulfilling the service category?</p>	15 Points
G.	<p>Scope of Work:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <p>1. Does the Scope of Work depict a logical approach to fulfilling the requirements of the RFP?</p> <p>2. Does the Scope of Work match and contribute to achieving the objectives set out in the RFP?</p>	10 Points
H.	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost.</p> <p>Cost evaluation points may be adjusted by considering:</p>	

	<ol style="list-style-type: none"> 1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?). 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?). 	10 Points
I.	<p>Budget Justification and Budget Form</p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How well does the Bidder's cost capture all activities and staff needed to meet the services requested? 2. How well does the Bidder allocate staff and resources? 3. How well does the Budget Justification detail how Bidder arrived at particular calculations? 4. Is the proposed cost appropriate to the nature of the services to be provided? 5. How clear, realistic, and reasonable are costs in relation to the services provided and the number of clients to be served? 	5 Points
J.	<p>Understanding of the Project:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has/How well has the Bidder demonstrated a thorough understanding of the syndemic approach and purpose and scope of the project? 2. Has/How well has the Bidder identified pertinent issues and potential problems related to the project? 3. Has/How well has the Bidder demonstrated that it understands the deliverables the County expects it to provide? 	10 Points
K.	References (See Exhibit A – Bid Response Packet)	5 Points

I. CONTRACT EVALUATION AND ASSESSMENT

1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
2. The County reserves the right to determine, at its sole discretion, whether:

- a. The Contractor has complied with all terms of this RFP and the contract; and
 - b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

J. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by ACPHD – Administrative Services Division - Procurements, Grants, & Contracts Unit. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

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

K. BID PROTEST / APPEALS PROCESS

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

1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/ Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

ACPHD – Administrative Services Division
Procurements, Grants & Contracts Units
ATTN: Tamarra Brown, Administrative Services Director
1100 San Leandro Blvd. Ste. 120
San Leandro, CA 94577
Email: PHDprocurements@acgov.org
Write “Bid Protest” in the email subject line and include RFP reference number.

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
 - d. The ACBH Procurements, Grants, & Contracts representative will send a notification to Bidders if a protest is received.
2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing

or award by the Administrative Services Division Director.

A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors or Administrative Services Director in the Notice of Intent to Award/ Non-Award will stand.

3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
 - a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.

- e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
 - f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors or Administrative Services Division Director.
4. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this RFP, will be two years for Medical Case Management (MCM), HIV Early Intervention Services (EIS), HIV Health Education & Risk Reduction (HE/RR), HIV Care Outreach Services, HIV Non-Medical Case Management, and STD/HCV Testing.

The contract term, which may be awarded pursuant to this RFP, will be five years for HIV Prevention & Outreach and Harm Reduction Services.

2. By mutual agreement, Medical Case Management (MCM), HIV Early Intervention Services (EIS), HIV Health Education & Risk Reduction (HE/RR), HIV Care Outreach Services, HIV Non-Medical Case Management contracts, which may be awarded pursuant to this RFP, may be extended for an additional three years.

By mutual agreement, STD/HCV Testing contracts, which may be awarded pursuant to this RFP, may be extended for one additional year.

3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination, with or without

cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

M. BRAND NAMES AND APPROVED EQUIVALENTS

1. Any references in this RFP, including Addendum and other documents, to manufacturers' trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:
 - a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
 - b. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

N. QUANTITIES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

O. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
4. Taxes and freight charges:

- a. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
 - 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 the County, will be paid by the County unless expressly included and itemized in the bid proposal.
 - c. Amount paid for the 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. If applicable, and upon request, the County will furnish an exemption certificate.
5. All prices quoted must be in United States dollars.
 6. Price quotes must include any and all payment incentives available to the County.
 7. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
 8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

P. AWARD

1. Most Responsive and Responsible Bidder(s)
 - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
 - c. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.

2. **Federal Contract Provisions:** Funds used for payment of contract(s) awarded from this procurement may be from, or subject to reimbursement, by state and/or federal funds. Some of these funding sources require additional contractual obligations. Bidder must agree to federal contracting terms and conditions, that supplement the County's Standard Services Contract General Terms and Conditions which are attached as hereto as **Exhibit B, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION.** The successful Bidder(s) must meet federal requirements and agree to the terms including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.
3. **County Rights**
 - a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the County.
 - b. Any bid proposals that contain false or misleading information may be disqualified by the County.
 - c. The County reserves the right to award to a single or multiple Contractors.
 - d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
 - e. The County has the right to decline to award this contract or any part thereof for any reason.
4. **Procedures**
 - a. Board approval to award a contract is required.
 - b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
 - c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must

be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

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

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

- d. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

Q. **METHOD OF ORDERING**

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

R. **INVOICING**

1. Contractor must invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.

4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
5. Contractor must utilize a standardized invoice format upon request.
6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

S. ACCOUNT MANAGER / SUPPORT STAFF

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

IV. INSTRUCTIONS TO BIDDERS

T. COUNTY CONTACTS

1. ACPHD –Administrative Services Division - Procurements, Grants & Contracts Unit is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through this department only. Any

communication regarding this RFP with other County personnel may result in disqualification.

2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.

3. Contact Information for this RFP:

Nancy Ceja, Program/Financial Specialist
ACPHD – Procurement, Grants, & Contracts Unit
1100 San Leandro Blvd., Suite 120
San Leandro, CA 94577
Email: PHDprocurements@acgov.org
Phone: (510) 268-7665

4. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] to view the posting for this RFP and other current contracting opportunities. You may also go to Alameda County Public Health Department Current Contracting Opportunities [https://acphd.org/contracting-opportunities/] to view the posting for this RFP and other current contracting opportunities in Public Health.

U. SUBMITTAL OF PROPOSALS

1. Document Submittal

- a. All bids must be SEALED and must be received at the ACPHD, Procurements, Grants, & Contracts Unit offices by 2:00 p.m. on the due date specified in the Calendar of Events.
- b. NOTE: LATE AND/OR UNSEALED BIDS WILL NOT BE ACCEPTED FOR EVALUATION AND CONSIDERATION. IF HAND DELIVERING BIDS, PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.
- c. Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after the said time and/or date or at a place other than the stated address will not be considered for evaluation and will be returned to the Bidder unopened.
- d. All bids, whether delivered by an employer or 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. ACPHD – Procurements, Grants, & Contracts Unit’s timestamp must be considered the official timepiece for the purpose of establishing the actual receipt of bids.

- e. Bids are to be addressed and delivered as follows:

**Alameda County, Public Health Department
Procurements, Grants, & Contracts Unit
RFP No. ACPHD – DCDCP –1014
Attn: Nancy Ceja
1100 San Leandro Blvd., Suite 120
San Leandro, CA 94577**

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

***PLEASE NOTE that on the bid due date, a bid reception desk will be open between 9:00 a.m. – 2:00 p.m. and will be located on the first floor at 1100 San Leandro Blvd., San Leandro, CA 94577.**

- f. Bid responses must be straightforward, clear, concise, and specific to the information requested.
- g. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
- h. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County’s website at **Alameda County Proprietary and Confidential Information Policies** [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].
- i. Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation), with original ink signatures or digitally signed via a DocuSign, Conga Sign, or other verifiable independent electronic signature service plus three (3) copies of their proposal. All

signatures must be by an individual authorized to bind the Bidder. Original proposal is to be clearly marked "ORIGINAL" with copies to be marked "COPY". All submittals should be printed on plain white paper and must be loose leaf using binder clips and not bound. It is preferred that all proposals submitted be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

- i. Bidders must also submit an electronic copy of their proposal. The electronic copy must in a **single file** (PDF with Optical Character Recognition preferred) and must be an exact scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on **USB flash drive** and enclosed with the sealed original hardcopy of the bid.
- j. All signatures must be present in the electronic bid response (e.g., Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).
- k. **BIDDERS MUST NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDER WILL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM OR ANY OTHER COUNTY-PROVIDED DOCUMENT.**
- l. Bidders should ensure that responses are:
 - (1) Single spaced, 12-point Arial font, with 1-inch margins
 - (2) Printed on 8.5 x 11-inch paper
- m. No email (electronic) or facsimile bids will be considered.
- n. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee (CSC) has completed its evaluation, a recommended award has been made by the CSC, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals will be made available upon request no later than five (5) calendar days before the recommendation to award and entrance into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation to award/non-award notification(s), which will include the name of the Bidder(s) to be recommended for award of this project. In addition, award information

will be posted on the Alameda County Public Health Department website <https://acphd.org/contractingopportunities>.

- o. Each bid received will be entered into a log identifying each bidder. This record will be available to the public upon request.
- p. Bidders **must** submit pricing on the provided Bid/Budget Form(s) template as provided in Exhibit A – Bid Response Packet.

2. Submissions Processes

- a. All costs required for the preparation and submission of a proposal must be borne by the Bidder.
- b. Only one Exhibit A – Bid Response Packet will be accepted from any one person, partnership, corporation, or other entity. For purposes of this requirement, “partnership” will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
- c. The final award information will be posted on the County’s “Contracting Opportunities” website.
- d. The County reserves the right to reject any proposal.
- e. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.

3. Legal Requirements

- a. “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”. (California Government Code Section 4552).
- b. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the

California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.

- c. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

V: Appendix A

Additional requirements are for all Ryan White-funded programs:

All bidders should familiarize themselves with the Ryan White Program and Fiscal Monitoring Standards, as well as the Universal Monitoring Standards, as they will be used to guide the Ryan White contract process and inform program monitoring. The standards can be found on the following website: <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>, under the heading **Ryan White HIV/AIDS Program Part A and B Monitoring Standards**.

1. Client Eligibility Requirements
 - a. Have confirmed HIV infection -or- be an affected family member and/or caregiver of an HIV infected person from the priority population, in limited situations; and
 - b. Have an annual income below 500% of federal poverty level; and
 - c. Have no other funding or insurance source (e.g. Medi-Cal, Medicare, private medical insurance) for the services received; and
 - d. Be a resident of Alameda County or Contra Costa County.
2. Personnel Requirements
 - a. Provide clients access to the highest quality of services by experienced, trained, and, when indicated, appropriately licensed staff;
 - b. Provide staff supervision by individual(s) with appropriate clinical and/or supervisory experience; supervisor conducts client record review at least annually to assess staff's documentation;
 - c. Ensure competent and reliable fiscal management; and
 - d. Ensure accurate programmatic and administrative management.
3. Policy and Procedure Requirements
 - a. Secure appropriate written informed consent from clients;
 - b. Perform client eligibility screenings and maintain records documenting program eligibility according to HRSA and OHC requirements (Contractors contracted under this RFP shall assume the financial risk for providing services to individuals not eligible for services under this program);
 - c. Perform client benefits screenings and ensure that the Ryan White program is the payor of last resort for services (Contractors contracted under this RFP shall assume the financial risk for delivering services for which other sources of funding could reasonably have been obtained);
 - d. Inform clients of their rights and responsibilities, including client confidentiality and grievance procedures, when offering services;
 - e. Maintain a clinical record (electronic or hard copy) that documents eligibility and enrollment data as well as services provided, and that is signed by the staff providing those services;

- f. Enter client level data in the ARIES database as required by the Alameda County OHC, State Office of AIDS and HRSA;
- g. Comply with applicable privacy and security laws including the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), the California Medical Information Act (CMIA), and alcohol and other substance use treatment confidentiality laws (42 C.F.R. Part 2);
- h. Deliver services in a secure location that allows for client privacy and confidentiality;
- i. Conduct street outreach and home visits;
- j. Provide client centered service delivery including outside of clinic spaces;
- k. Meet federal, state, and local requirements for safety, sanitation, access, public health and infection control;
- l. Have in place a Grievance Policy that describes in the appropriate language(s) how a client may file a grievance and the steps by which that grievance will be processed;
- m. Have in place a process for client referrals to outside agencies;
- n. Complete reports required Ryan White services data as scheduled; and
- o. Comply with all mandated Ryan White and County contract monitoring and reporting requirements.

4. Client Access Requirements

- a. Have an established history of providing services to people living with HIV;
- b. Have locations accessible to clients from the key populations;
- c. Establish written policies and procedures for delivery of services to clients outside of the clinic/agency spaces and/or utilizing technology to serve clients;
- d. Implement service delivery system that includes delivery of services outside of the clinic/agency spaces and/or utilizing technology to serve clients;
- e. Establish written policies and procedures for creation of mobile care teams;
- f. Meet local, state, and federal accessibility requirements;
- g. Effectively assess client needs and encourage informed and active client participation and input on service delivery;
- h. Establish written policies and guidelines for language accessibility, using bilingual staff, and in-person or telephone interpreters when appropriate;
- i. Establish written policies and guidelines for the utilization of technology for client outreach and delivery of services when appropriate;
- j. Maintain appropriate referral relationships with key points of access amongst HIV service providers and the larger health care system;
- k. Enroll or refer to appropriate medical care and other services all persons with HIV who have not had a documented visit to an HIV provider in the previous six months; and
- l. Ensure that staff is trained and capable of delivering services in a culturally and linguistically competent manner.

5. Quality Assurance/Quality Management Requirements
 - a. Implement a Quality Assurance/Quality Management program that details how client data will be used to improve services and guides scope of work;
 - b. Input client level data into ARIES and/or other required data systems;
 - c. Conduct and document an annual client satisfaction survey process;
 - d. Participate in Programmatic site visits, Fiscal site visits, OHC chart reviews and clinical audits; and
 - e. Encourage client participation in treatment planning to assist with the improvement of care.

6. Fiscal Requirements
 - a. Invoice against Ryan White funds only for eligible clients receiving services that are not covered by other payors or funding sources, such as Medi-Cal. Ryan White is the payor of last resort, by law, and these funds cannot be used to replace other local, state or federal funding for HIV health and support services;
 - b. Indirect/administrative costs cannot exceed 10% of total contract budget;
 - c. Maintain adequate records of expenditures, payroll, subcontracted services, and other expenses charged to the MAI program; these include receipts and timesheets as these records must be available for OHC or another auditor to review upon request; and
 - d. Comply with all federal, state and local fiscal management requirements.



EXHIBIT A

BID RESPONSE PACKET

INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date.
2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
2. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. As described in the Submittal of Proposals section of this RFP, Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet), as amended or revised by Addendum, including additional required documentation, with original ink signatures or digitally signed via a DocuSign, Conga Sign, or other verifiable independent electronic signature service, plus three (3) copies and one electronic copy of the bid in PDF (with Optical Character Recognition preferred). Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY”. All submittals should be printed on plain white paper, paginated, and must be loose leaf using a binder clip (NOT bound). **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
3. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be included in Exhibit A – Bid Response as part of the Bidder’s proposal, as instructed in Section U – Submittal of Proposals.
 - a. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
 - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
 - c. Exhibit B-1 – Certification for Contracts, Grants, Loans, and Cooperative Agreements; CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)
4. All pages of the Bid Response Packet (Exhibit A) must be submitted in total with all required documents attached thereto; all information requested must be supplied any pages of the Bid

Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.

5. Bidders must not submit to the County a re-typed, word-processed, or otherwise recreated version of Exhibit A – Bid Response Packet or any other County-provided document. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
6. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda. All price notations must be printed in ink or typewritten; no erasures are permitted; errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid.
7. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the **Exceptions and Clarifications** form of the Exhibit A - Bid Response Packet for the bid response to be considered complete.
8. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



COUNTY OF ALAMEDA

EXHIBIT A BID RESPONSE PACKET

RFP No. ACPHD-DCDCP-1014

Braided Funding: A Syndemic Approach
to Sexual Health and Wellness

REQUIRED DOCUMENTATION AND SUBMITTALS CHECKLIST

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders must submit a single Bid Response Packet. Bidders must submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Bidder Minimum Qualifications, etc.)

Exhibit A – Bid Response Packet: Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet as follows:

- ☐ **1. Table of Contents:** Bid responses must include a table of contents listing the individual sections of the proposals and their corresponding page numbers.
- ☐ **2. Bidder Information Sheet:** (Review and complete): The proposed Collaboration Lead organization must be listed as the Official Bidder Name and must sign each document that requires signature. Proposed subcontractors must be stated within the bid response but do not have a signatory role in the Exhibits.
- ☐ **3. Bidder Acceptance:** (Review, complete, and sign) Bidder must fill out and submit a signed form.
- ☐ **4. Debarment and Suspension Certification** (Review, complete, and sign) Bidder must fill out and submit a signed form.
- ☐ **5. Service Category Selection:** Bidder must check which service categories are being requested for funding. Bidder must also check if applying as a Collaboration Lead and/or as a Single Organization.
- ☐ **6. Bidder Minimum Qualifications:** Bidder must provide one narrative. Maximum Length – None
- ☐ **7. Description of Syndemic Approach:** Bidder must provide one narrative. Maximum Length – 2 pages single spaced
- ☐ **8. Health Equity:** Bidder must provide one narrative. Maximum Length – 1 page single spaced
- ☐ **9. Description of Relevant Experience:** Bidder must provide one narrative. Maximum length – 1 page single spaced
- ☐ **10. Description of Proposed Services:** Bidder must provide a separate Description of Proposed Services per service category. Bidder must also provide a separate Description of Proposed Services if submitting a funding request as a Collaboration Lead and as a Single Organization for

the same service category. Each section must be clearly labeled with an appropriate title.
Maximum length – 1 page single spaced per service category

- ☐ **11. Scope of Work:** Bidder must provide a separate Scope of Work using the template and must respond to the items listed per service category. Bidder must also provide a separate Scope of Work if submitting a funding request as a Collaboration Lead and as a Single Organization for the same service category. Each section must be clearly labeled with an appropriate title.
Maximum Length – None.
- ☐ **12. Bid/Budget Form:** Bidder must provide a separate Bid/Budget Form using the template per service category. Bidder must also provide a separate Bid/Budget Form if submitting a funding request as a Collaboration Lead and as a Single Organization for the same service category. Each section must be clearly labeled with an appropriate title. Maximum Length – None.
- ☐ **13. Budget Detail and/or Cost Narrative:** Bidder must provide a separate Budget Detail per service category. Bidder must also provide a separate Budget Detail if submitting a funding request as a Collaboration Lead and as a Single Organization for the same service category. Each section must be clearly labeled with an appropriate title. Maximum length – 3 pages single spaced per service category.
- ☐ **14. References:** Bidder is to provide a minimum of three (3) references with a maximum of five (5).
- ☐ **15. Exceptions and Clarifications:** Bidder must use the **Exceptions and Clarifications** form to identify and list any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal. Bidder must specify which service category exceptions and clarifications listed in the table apply to.

16. Insurance Requirements (Review; no submission required)

17. Exhibit B – Additional Contract Provisions – Federal Provisions (Review; no submission required)

- ☐ **18. Exhibit B-1 – Certification for Contracts, Grants, Loans, and Cooperative Agreements***
(Review, complete, and sign)

19. Exhibit C – HIPAA Business Associate Agreement* (Review; no submission required)

*Successful Bidder must meet all the requirements, agree to the terms in these exhibits, and must sign Exhibit B-1 and C as part of the contract, if awarded.

BIDDER INFORMATION

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

Type of Entity / Organizational Structure (check one):

- ☐ Corporation ☐ Joint Venture ☐ Partnership
- ☐ Limited Liability Partnership ☐ Limited Liability Corporation ☐ Sole Proprietor
- ☐ Non-Profit / Church ☐ Other:

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

Primary Contact Information:

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

BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - a. **General Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)
 - b. **Debarment & Suspension Policy**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)
 - c. **Iran Contracting Act (ICA) of 2010**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
 - d. **General Environmental Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
5. **The undersigned acknowledges that any contract that may be awarded from this procurement is or may be funded in whole or part with federal funds and that it will abide by all federal funding requirements.**
6. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
7. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any

patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.

8. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____


DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS \$25,000 AND OVER)

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

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

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

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

BIDDER: _____	
PRINCIPAL: _____	TITLE: _____
SIGNATURE:  _____	DATE: _____

SERVICE CATEGORY SELECTION

Bidder must **check** which service categories are being requested for funding and confirm understanding of the eligibility requirements for each service category. Bidder must also **check** if applying as a Collaboration Lead and/or as a Single Organization.

Bidders are welcome to apply for funding in collaboration with others to develop a comprehensive proposal in addressing the syndemic.

<u>SERVICE CATEGORY</u>	<u>FUNDING ORIGIN</u>	<u>CHECK IF APPLYING</u>	<u>CHECK IF APPLYING AS A COLLABORATION LEAD</u>	<u>CHECK IF APPLYING AS A SINGLE ORGANIZATION</u>
Medical Case Management (MCM) for Alameda & Contra Costa County	Ryan White Part A & B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HIV Early Intervention Services (EIS) for Alameda & Contra Costa County	Ryan White Part A & B Ryan White MAI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HIV Health Education & Risk Reduction (HE/RR) for Alameda & Contra Costa County	Ryan White Part A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HIV Care Outreach Services for Alameda & Contra Costa County	Ryan White Part A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HIV Non-Medical Case Management (NMCM) for Alameda & Contra Costa County	Ryan White MAI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HIV Prevention & Outreach for Alameda County	CDC County Measure A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STD/HCV Testing for Alameda County	CDPH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Harm Reduction Services for Alameda County	County Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BIDDER MINIMUM QUALIFICATIONS

Instructions: Bidder must provide one narrative and must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents. Bidder must include the table below indicating the number of years and date range providing services to the population(s) intending to serve.

Bidder Minimum Qualifications

- a. Bidder must be regularly and continuously engaged in the business of providing medical, behavioral health and/or social services to the population(s) intending to serve (from the identified priority populations listed below) for at least three (3) years, which must be clearly stated or demonstrated in the bid response using date ranges.
 - (1) Black and African American men who have sex with men
 - (2) Latinx men who have sex with men
 - (3) Black and African American cisgender women
 - (4) Transgender women
 - (5) People who inject and who use drugs
 - (6) People experiencing homelessness or are unstably housed
 - (7) People who have been incarcerated or justice involved
 - (8) Youth ages 14 -30
- b. Bidder must be a business entity registered with the California Secretary of State, such as a corporation, limited liability company, limited partnership, local health jurisdictions, or nonprofit corporation, including without limitation a 501(c)(3).
- c. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any addendum or published questions and answers, Bidder is not required to submit copies or verification of the permits, licenses, and credentials; however, Bidder must provide such proof if requested by County.

Priority Population	Number of Years Providing Services	Date Range
Black and African American men who have sex with men		
Latinx men who have sex with men		
Black and African American cisgender women		
Transgender women		
People who inject and who use drugs		
People experiencing homelessness or are unstably housed		
People who have been incarcerated or justice involved		
Youth ages 14 -30		

Maximum Length: None

DESCRIPTION OF SYNDEMIC APPROACH

Instructions: Bidder must provide one **Description of Syndemic Approach** narrative.

The *Description of Syndemic Approach* must describe the overall services.

At a minimum, the Bidder must include the following details:

1. Explain how services will be integrated to addressing the syndemic.
2. Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP.
3. Identify any limitations or restrictions that exist for the Bidder to provide the services. How will Bidder ensure clients will receive needed services that are not offered? Explain what measures and processes will be taken to adequately provide or connect the clients to the services. (Please note any requests for exceptions or clarifications **MUST** be identified on the Exceptions and Clarification form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

Maximum Length: 2 pages single spaced.

HEALTH EQUITY

Instructions: Bidder must provide one **Health Equity** narrative.

At a minimum, the Bidder must include the following details:

1. Describe the extent to which health disparities are evident.
2. Demonstrate how proposed activities will address these health inequities.
3. Demonstrate existing capacity working with priority populations, previous or current successful syndemic strategies, and reputation for effective and tangible activities and strategies focused on addressing social determinants of health.
4. Demonstrate a process for referral of clients to services if client is not eligible for services through these funding sources.

Maximum Length: 1 page single spaced

DESCRIPTION OF RELEVANT EXPERIENCE

Instructions: Bidder must provide one **Description of Relevant Experience** narrative.

The *Description of Relevant Experience* must describe the Bidder's capacity, qualification, community connections, and relevant experience to deliver the services requested.

At minimum, the Bidder must include the following details:

1. Describe Bidder's relevant experience, examples, or projects delivering services with a syndemic approach.
2. Explain Bidder's experience providing culturally responsive and linguistically appropriate services to reach the priority populations.

Maximum Length: 1 page single spaced

DESCRIPTION OF PROPOSED SERVICES

Instructions: Bidder must provide a separate **Description of Proposed Services** per service category. Bidder must also provide a separate **Description of Proposed Services** if submitting a funding request as a Collaboration Lead and as a Single Organization for the same service category. Each section must be clearly labeled with an appropriate title.

1. Explain how Bidder will meet or exceed requirements listed in the Specific Requirements section.

Maximum Page Limit: 1 page single spaced per service category.

SCOPE OF WORK

Instructions: Bidder must provide a separate **Scope of Work** using the template below and must respond to the items listed per service category. Bidder must also provide a separate **Scope of Work** if submitting a funding request as a Collaboration Lead and as a Single Organization for the same service category. Each section must be clearly labeled with an appropriate title.

1. Describe how Bidder will meet the program's desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how key personnel will be responsible for achieving them.
2. Detail existing data collection infrastructure and demonstrate the ability to interface with County's database(s) as described in the RFP and/or provide reporting data to the County for maximum efficiency.

Maximum Length: None.

BIDDER:			SERVICE CATEGORY:		
OUTCOME OBJECTIVES	PROCESS OBJECTIVES		TIMELINE	STAFF	EVALUATION
	<i>(Minimum of 3 Process Objectives for each Outcome Objective. List in order of importance)</i>		<i>Objectives to be completed by?</i>	<i>Who on will provide services?</i>	<i>How will objectives obtainment be tracked?</i>
OUTCOME OBJECTIVE #1	PROCESS OBJECTIVE #1		TIMELINE	STAFF	EVALUATION
	1				
	2				
	3				
OUTCOME OBJECTIVE #2	PROCESS OBJECTIVE #2		TIMELINE	STAFF	EVALUATION
	1				
	2				
	3				
OUTCOME OBJECTIVE #3	PROCESS OBJECTIVE #3		TIMELINE	STAFF	EVALUATION
	1				
	2				
	3				

BID/BUDGET FORM

Instructions: Bidder must provide a separate **Bid/Budget Form** using the template below per service category. Bidder must also provide a separate **Bid/Budget Form** if submitting a funding request as a Collaboration Lead and as a Single Organization for the same service category. Each section must be clearly labeled with an appropriate title.

COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED BID/BUDGET FORM.

Bidder should provide a 12-month Bid/Budget Form per service category.

Bidders may add additional line items as needed.

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on Bid/Budget Form are for example only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid/Budget Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Final pricing will be subject to further negotiation and based on agreed scope of services. Bidder's price quotes and proposed services should be developed and submitted according to the conditions in the Scope and Specific Requirements sections of this RFP.

Maximum Length: None.

BUDGET/BID FORM

Bidder:

Service Category:

A. PERSONNEL CATEGORY/POSITION/INCUMBENT	FTE	Annual Salary	Direct Costs	* Indirect Admin Cost	Total Amount
Subtotal Personnel Costs					
B. Fringe Benefits					
Total Personnel					
Travel					
Equipment					
Supplies					
Contractual/Subcontract					
Other					
GRAND TOTAL					

BUDGET DETAIL AND/OR COST NARRATIVE

Instructions: Bidder must provide a separate **Budget Detail** per service category. Bidder must also provide a separate **Budget Detail** if submitting a funding request as a Collaboration Lead and as a Single Organization for the same service category. Each section must be clearly labeled with an appropriate title.

The *Budget Detail* must provide a breakdown of the cost(s) listed in the *BUDGET/BID FORM*. All costs attributed to the project under the awarded contract **MUST** be listed and described in the *Budget Detail*. See example of a Budget Detail in the following pages.

At a minimum, the Bidder must detail:

1. The work to be performed and all associated costs.
 - a. If coordination with County personnel is needed, it should also be described in the Budget Detail.
 - b. The work to be performed must clearly match up with work performed in the Scope of Work.
2. The position and cost of individuals that will perform the services.
 - a. Names of key personnel must be included in the narrative; however, they may also be identified in the budget, or identification may be made by position title or program.
 - b. The estimated number of hours for each individual/position, corresponding hourly rates, and extended costs.

Maximum Length: 3 pages single spaced per service category.

EXAMPLE: Budget Detail
AGENCY NAME
SERVICE CATEGORY

A. PERSONNEL **\$ 55,566**

[List each position by title and name of employee, if available. Show the annual salary rate by the percentage of time by the number of months to be devoted to this project.]

EXAMPLE:

Executive Director (Ms. A) \$1,800
\$60,000/year x 3% x 12mos

This position is a full time position overseeing the agency's overall operations and staff.

Community Health Outreach Worker (Mr. D) \$32,916
\$32,916/year x 100% x 12mos.

Conducts street and community outreach, networking and advocacy, collects accurate data, assists in program development, makes appropriate referrals for services and distributes health education materials.

Data Input Clerk/Admin Assistant (Mr. E) \$13,650
\$27,300/year x 50% x 12mos.

This full-time position provides clerical and administrative support through all phases of the project.

Bookkeeper (Ms. F) \$ 7,200
\$36,000/year x 20% x 12 mos.

This is a full-time position managing the program accounts payable, invoicing, preparing audits and other related fiscal matters to this project.

B. FRINGE BENEFITS **\$ 13,892**

[Itemize the cost of fringe benefits. Fringe Benefits should be based on actual known cost or an established formula. Fringe benefits are for the personnel listed in the budget category (A) and only for the percentage of time devoted to the project.]

EXAMPLE:

Our fringe benefit rate is 25% and consists of Health Insurance (7.70%), Pension (5%), Long Term Disability (0.25%), Parking (0.90%), State Unemployment Insurance (1.3%), Worker's Compensation (2.20%) FICA (7.65%).

C. TRAVEL **\$5,735**

[List all travel anticipated to occur during the budget/contract period, be specific about who will travel, where, when and why the travel is necessary. All travel must directly and be specific to the work supported by the contract. Local travel should include reimbursement rate (current rate is 65.5 cents per mile). Out of Eligible Metropolitan Area travel should be calculated at per diem rates and allocated for each individual traveling: Air fare, ground transportation, lodging, per diem and a total.]

EXAMPLE:

Local Transportation/Mileage - \$625.

Since most of our activities will be street and community outreach, these expenses are primarily for local mileage to meetings, outreach locations, parking. (151 miles x \$0.345 mile x 12 mos.)

Air Fare/Per Diem - \$5,110

This line item is primarily for travel outside of the local area to OHP recommended or required conferences for the above staff.

	Title of Conf. 2 staff	Title of Conf. 2 staff	Title of Conf. 2 staff	Total
Hotel	450	800	450	1,700
Air Fare	700	700	300	1,700
Per diem	360	900	450	1,710
Sub-total	1,510	2,400	1,200	5,110

D. CONTRACTURAL/SUB-CONTRACTS

\$20,000

[Include cost such as consultants, contractors, or other Community Based Organizations contracted for the purpose of providing services to clients under the contract. Separate program objectives, evaluation requirements, days and hours of operation must be submitted for each subcontract.]

EXAMPLE:

Agency ABC - \$15,000

This sub-contractor will help our agency to meet the objectives of the program.

Arts Consultants - \$15,000

Our agency will hire consultants, local artists from the community to provide the arts instruction for our multi-week workshop sessions. Arts consultants will include film/videographers, spoken word artists, visual artists, percussionists, musicians, etc.

of consultants x rate per hour x # of hours x # of sessions.

E. FURNITURE & FIXTURE/EQUIPMENT

\$2,000

[List only equipment that is being purchased from contract funds. Be specific in describing what furniture or equipment is being purchased, who will use the equipment and why it is necessary to purchase the equipment. Cost sharing must be applied when equipment will be used for other funded activities. Equipment purchased by Contractor, valued over \$5,000 becomes property of Alameda County at the termination of the Master Contract.

EXAMPLE:

Computer - \$1,200

The Computer will be used by the Community Health Outreach Worker to analyze case and data and intelligence information.

Video camera - \$800

The camera will be used to record workshop sessions.

F. SUPPLIES **\$2,600**

[A general description of the type of items classified as supplies must be must provided. Computer software should be included in this category. Health Education Materials are the supplies to be used/help in doing outreach such as condoms, lube packets and supplies for risk reduction and prevention strategies such as brochures and pamphlets.]

EXAMPLE:

Office Supplies – \$1,100

These expenses are for the standard office supplies requires to conduct the business of the program, including paper, floppy disks, filing supplies, etc. at the average of \$92.00 per month x 12. Months

Health Education Materials - \$1,500

These expenses include supplies for safer sex kits (lubricants, oral sex condoms, etc.)

G. OTHER OPERATING EXPENSES **\$14,717**

[List items (e.g. rent, printing, communications,) by major type and the basis of computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.]

EXAMPLE:

Rent/Lease/Space - \$7,800

Our facility is lease at 150 square feet at \$1.07 per square foot per FTE per month (252 x \$1.07 x 2.4x12). Costs include direct staff office space plus portion of the usage common areas required for the work of the program such as conference rooms, private counseling rooms, etc.

Utilities/Maintenance/Janitorial – \$2,707

s line cost includes all utilities, janitorial services and any maintenance repair costs for the facility. The cost is calculated as \$.032 per square feet per FTE per month (252 x 2.4 x \$0.323x12 mos.)

Communications - \$1,000

These expenses include monthly phone, internet, facsimile costs as well as lease of phone equipment. (\$35 per mo. X FTE 2.4 x 12 mos.).

Postage - \$200

These expenses are for sending outreach materials, newsletters, correspondence and reporting activities.

H. Total Personnel and Operating Expenses **\$106,500**

I. Total Budget **\$106,500**

REFERENCES

Instructions: On the following page is the template that Bidders are to use for providing references. Bidders are to provide a minimum of three (3) references with a maximum of five (5). References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders' bid proposals.

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

The County may contact some or all the references provided in order to determine items such as Bidders' years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

REFERENCES

RFP No. ACPHD-DCDCP-1014

Braided Funding: A Syndemic Approach to Sexual Health and Wellness

Bidder Name: _____

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

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

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

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

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

*Use additional pages as necessary

EXCEPTIONS AND CLARIFICATIONS

Instructions: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal. Bidder must specify which service category exceptions and clarifications listed in the table apply to.

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

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

*Use additional pages as necessary

INSURANCE REQUIREMENTS

Instructions: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

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

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

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability 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	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Medical Professional Liability	\$1,000,000 per occurrence \$3,000,000 aggregate Bodily Injury and Property Damage

D**Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
1. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



EXHIBIT B

ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

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

I. General Provisions

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as

the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

- D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements,” and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

E. **Clean Air Act and the Federal Water Pollution Control Act.** The following provisions apply for all contracts in excess of \$150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).
 - a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters.
 3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
- G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
- H. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
- I. **Procurement of recovered materials.**
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - b. Meeting Contract performance requirements; or
 - c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Access to Records.

1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

- K. Changes.** The cost of any change, modification, change order, or constructive change shall be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

- L. Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

- M. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

- N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- O. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section shall be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Contracting for Covered Telecommunications Equipment and Services.**

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

a. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. By necessary implication and regulation, the prohibitions also do not apply to:

- (1) Covered telecommunications equipment or services that:
 - (a) Are *not used* as a substantial or essential component of any system; and
 - (b) Are *not used* as critical technology of any system.
- (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier

Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

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

A. Davis-Bacon Act

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5

as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

B. Copeland “Anti-Kickback” Act

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



EXHIBIT B-1

Certification for Contracts, Grants, Loans, and Cooperative Agreements CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name

Title



EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

I. RECITALS

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

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

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

II. STANDARD DEFINITIONS

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

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

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

III. SPECIFIC DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean

the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of

the PHI other than as provided for by this Exhibit.

- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and

subcontractors available to Covered Entity at the request of Covered Entity.

- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

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

designated by Covered Entity.

- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information

in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

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

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: _____

By (Signature): _____

Print Name: _____

Title: _____