



# COUNTY OF ALAMEDA

**REQUEST FOR PROPOSAL No. FY 22-MPCAH-1008**

**for**

**Home Visiting and Family Support**

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: Kabir Hypolite**

**Phone Number: (510) 267-8000**

**Email Address: [PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org)**

**Alameda County, Public Health Department (ACPHD) – Procurements**

**RESPONSE DUE**

**by**

**2:00 p.m.**

**on**

**Monday, June 5, 2023**

**to**

**Alameda County, Public Health Department – Procurements**

**Attn: Kabir Hypolite, Procurements Manager**

**Administrative Services, 1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577**



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# CALENDAR OF EVENTS

## REQUEST FOR PROPOSAL No. FY 22-MPCAH-1008 HOME VISITING AND FAMILY SUPPORT

EVENT	DATE/LOCATION
Request Issued	Monday, April 10, 2023
Bidders Conference No. 1	Tuesday, April 25, 2023 at 2:00 p.m.  <i>TO ATTEND ONLINE:</i> <a href="#">Click here to join the meeting</a> Meeting ID: 250-850-8319 Passcode: 486678
Bidders Conference No. 2	Wednesday, April 26, 2023 at 10:00 a.m.  <i>TO ATTEND ONLINE:</i> <a href="#">Click here to join the meeting</a> Meeting ID: 250-850-8319 Passcode: 486678
Written Questions Due via Email: <a href="mailto:PHDprocurements@acgov.org">PHDprocurements@acgov.org</a>	Thursday, April 27, 2023 by 5:00 p.m.
List of Attendees	Friday, April 28, 2023
Questions & Answers Issued	Monday, May 8, 2023
Addendum Issued (only if necessary to amend RFP)	N/A
Response Due and Submitted to: Alameda County, Public Health Department, Administrative Services – Procurements 1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577	Monday, June 5, 2023 by 2:00 p.m.
Evaluation Period	Monday, June 5, 2023 – Tuesday, July 11, 2023
Bidder Oral Interviews (as needed)	Week of July 3, 2023
Notice of Intent to Award Issued	Wednesday, July 12, 2023
Board Consideration Award Date	September 2023
Contract Start Date	October 1, 2023

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

**COUNTY OF ALAMEDA**  
**REQUEST FOR PROPOSAL No. FY 22-MPCAH-1008**  
**SPECIFICATIONS, TERMS & CONDITIONS**  
**for**  
**HOME VISITING AND FAMILY SUPPORT**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>CALENDAR OF EVENTS .....</b>	<b>2</b>
<b>I. STATEMENT OF WORK .....</b>	<b>4</b>
A. INTENT .....	4
B. SCOPE .....	5
C. BACKGROUND .....	6
D. BIDDER QUALIFICATIONS .....	8
E. SPECIFIC REQUIREMENTS .....	9
F. DELIVERABLES / REPORTS .....	10
G. BIDDERS CONFERENCE(S)/VENDOR OUTREACH .....	13
<b>II. COUNTY PROCEDURES, TERMS, AND CONDITIONS .....</b>	<b>14</b>
H. EVALUATION CRITERIA / SELECTION COMMITTEE .....	14
I. CONTRACT EVALUATION AND ASSESSMENT .....	19
J. NOTICE OF INTENT TO AWARD .....	20
K. BID PROTEST / APPEALS PROCESS .....	20
L. TERM / TERMINATION / RENEWAL .....	23
M. BRAND NAMES AND APPROVED EQUIVALENTS .....	23
N. QUANTITIES .....	<b>Error! Bookmark not defined.</b>
O. PRICING .....	24
P. AWARD .....	24
Q. METHOD OF ORDERING .....	<b>Error! Bookmark not defined.</b>
R. WARRANTY .....	<b>Error! Bookmark not defined.</b>
S. INVOICING .....	26
T. LIQUIDATED DAMAGES .....	<b>Error! Bookmark not defined.</b>
U. PERFORMANCE BOND .....	<b>Error! Bookmark not defined.</b>
V. PERFORMANCE REQUIREMENTS .....	<b>Error! Bookmark not defined.</b>
W. ACCOUNT MANAGER / SUPPORT STAFF .....	27
<b>III. INSTRUCTIONS TO BIDDERS .....</b>	<b>28</b>
X. COUNTY CONTACTS .....	28
Y. SUBMITTAL OF PROPOSALS .....	28
<b>ATTACHMENTS</b>	
EXHIBIT A <b>BID RESPONSE PACKET</b>	
EXHIBIT B <b>SAMPLE DATA REPORTS</b>	
EXHIBIT C <b>HIPPA BUSINESS ASSOCIATE AGREEMENT</b>	

**I. STATEMENT OF WORK**

**A. INTENT**

It is the intent of these specifications, terms, and conditions to describe the services requested by the Alameda County Health Care Services Agency, Public Health Department, Maternal, Paternal, Child and Adolescent Health Unit (hereafter, ACPHD or the County). ACPHD is seeking an experienced Contractor(s) to provide home visiting and community-based family support services for Alameda County (AC) residents who are pregnant, have experienced a pregnancy loss, and/or are parents/families with infants and young children (ages 0-5 years old). Bidders must have experience providing face-to-face, family-centered, home-based family support services to the priority populations and their children. Bidders must demonstrate increased capacity as a result of these funds to serve additional families primarily through home visitation services; telehealth, clinic-based, and community-based services are allowed to substitute a home visit once a month, when necessary. These funds cannot supplant current services and/or funds.

The County intends to award a nine-month contract (with the option to renew annually for an additional four years) to the Bidder or a multi-award of up to 6 bidders. Bidders may choose to apply for funds together under one proposal. Bidders will be selected based on the response that best conforms to the RFP and meets the County's requirements.

At this time, ACPHD has allocated a total of \$1,425,000. The total contract(s) awarded cannot exceed \$1,425,000 during the term October 1, 2023 to June 30, 2024. The contract term may be extended for four additional fiscal years (FY 24-25, FY 25-26, FY 26-27 and FY 27-28) for up to \$1,977,500 per fiscal year depending on performance and available funding. This contract is funded by Measure A dollars, and funding amounts are subject to change.

Bidders may submit a bid for the total allocation or a portion of the allocated budget. Proposed budgets should be accompanied by budget justification and include number of individuals and/or families planned to serve on an annual basis. Proposals will form the basis for any subsequent awarded contract. Staffing levels and operating costs must accurately reflect the Bidder's costs for the program. ACPHD reserves the right to dissolve a contract if/when awarded Contractor materially alters staff, budgets, deliverables and outcomes any time after the contract award.

The County is not obligated to award any contract as a result of this RFP process. The County may, but is not obligated to, renew any awarded contract. Any renewal of an awarded contract will be contingent on the availability of funds, awarded Contractor's performance, and continued prioritization of the activities and priority populations as defined and determined by ACPHD.

B. SCOPE

Home visiting has been shown to be an effective method of supporting families, particularly as part of a comprehensive and coordinated system of services. With over 17,300 annual births in Alameda County of which 4,500 are born to women on Medi-Cal, providing family support services to this population is critical to improve outcomes for young children and their families. During the last Fiscal Year (FY 2021-2022) ACPHD served 2,844 clients and provided 17,600 encounters through the MPCAHA Home Visiting program. The Home Visiting System of Care aims to address and enhance the physical and socio-emotional health and self-sufficiency of pregnant people, mothers, fathers, caregivers and families with young children in our county.

The following themes are at the foundation of our work:

- **Strengthening Families:** A focus on identifying and building upon strengths and assets through every interaction we have with families and communities.
- **A Life Course Perspective:** Emerging research documents the important role early life events play in shaping an individual's health trajectory, as well as the interplay of risk and protective factors – such as socioeconomic status, toxic environmental exposures, health behaviors, stress, and nutrition – which influence health throughout one's lifetime.
- **Trauma Informed Care:** An understanding of how past experiences affect an individual's current health and wellbeing. Trauma-informed practice acknowledges the power of past experiences as a way to make progress toward recovery and takes a collaborative approach, where healing is led by the client and supported by the service provider.

The following components are guiding principles in the provision of care, and in the professional development of staff:

- **Family Centered Care:** Family-centered service recognizes that each family is unique; that the family is the constant in the child's life; and that family members are the experts on the child's abilities and needs. The family works with service providers to make informed decisions about the services and supports the child and entire family receive.
- **Relationship-based Interventions:** Quality relationships characterized by trust, support, and growth are cultivated with parents and children. Relationship-based interventions are reinforced through supervision practices, forming the foundation for the work with families.
- **Reflective supervision:** A supervisory approach through which staff are encouraged to talk with their supervisors about the use of their thoughts, feelings, and values when working with clients.
- **Culturally Responsive/Racially Concordant Care:** In addition to providing linguistically appropriate services, a culturally responsive practice is one that

recognizes and understands the role of a family's and community's culture, and the impact it has on their living, parenting, and engaging with services and providers. When possible, having key personnel and case managers who are reflective of the cultural diversity of the priority populations, alongside training opportunities to better understand the needs and experiences of the population served is strongly valued.

- **Multidisciplinary Approach:** This approach enhances home visiting services for families through the establishment of multidisciplinary teams who include nurses, mental health specialists, substance use counselors and child development specialists as well as other community experts. Together these specialists best support the complex needs of the family.
- **Common Standards:** Development of common standards of care that reflect best practices, quality improvement, and shared principles across home visiting programs are essential to advancing quality services. (e.g. Every home visiting program offers trauma-informed, culturally-responsive, and relationship-based care. Children and parents receive regular assessments to address issues related to parental depression and/or child development which serve as guides to some aspects of care coordination and case management.)
- **Shared Outcomes:** There is a commitment to meeting benchmarks, collecting of data, and using data systems that interface with one another. The attention to quality improvement optimizes opportunities for the achievement of program outcomes and the evaluation of system-wide impact.

## C. BACKGROUND

### **Family Health Services (FHS)**

The mission of the Family Health Services (FHS) Division of the Alameda County Public Health Department is to improve the health and well-being of our diverse families with compassionate, comprehensive, and collaborative services. The FHS division provides a range of services including educational, preventative, diagnostic, and treatment services for pregnant people, individuals with a pregnancy loss, infants, children, youth up to age 21, and parents. FHS programs aim to ensure access to care, reduce infant and maternal mortality and improve the health and wellbeing of mothers, fathers, families with young children, and children/youth with special health care needs. Programs operated under the division include: California Children's Services (CCS); Child Health and Disability Prevention (CHDP); Health Care Program for Children in Foster Care (HCPCFC) Developmental Disabilities Council (DDC); and the Maternal, Paternal, Child, and Adolescent Health Program (MPCAH), which consists of the Starting Out Strong Home

Visiting System of Care Perinatal and Reproductive Equity services and initiatives and Doula Services.

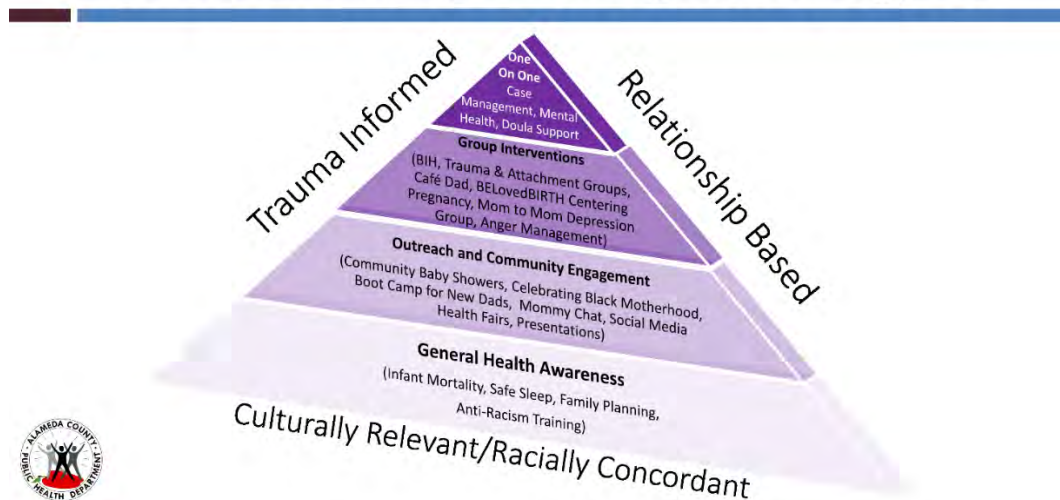
### **Maternal, Paternal, Child Adolescent Health Unit (MPCAH)**

MPCAH, also known as the Starting Out Strong system of care, provides support services, prevention services, health education and information, and advocacy for Alameda County's residents who are pregnant, have experienced a pregnancy loss, and/or families with infants and young children (ages 0-5 years old).

MPCAH's 13 programs work together, including community partners, to ensure that pregnant people, mothers, fathers, caregivers and families with young children achieve optimal health and well-being through the provision of client-centered, culturally responsive, strengths-based services and supports. MPCAH programs are committed to providing program participants with access to comprehensive and quality health care focused on early intervention and prevention services throughout the county. The goal is to reduce health disparities, and protect and improve the health of pregnant people, children, fathers/father-figures, and families residing in Alameda County. Maternal and infant mortality disparities drive interventions, programs, and our collective work, specifically in the Black community and other populations such as parents of medically fragile babies, and first-time mothers.

Our providers are trained in and committed to providing trauma-informed, relationship-based, and culturally responsive and racially concordant care. Direct services include case management and care coordination, outreach and health promotion, pregnancy navigation, support groups, doula services, Community baby showers, Boot Camp for New Dads, and mental health support.

## **MPCAH and Starting Out Strong Menu of Supports**



## Measure A Funding

Measure A, the Essential Health Care Services Initiative, was approved by 71% of Alameda County voters on March 2, 2004, and authorized Alameda County to raise its sales tax by one-half percent to provide financial support for emergency medical, hospital inpatient, outpatient, Public Health, mental health and substance abuse services to indigent, low-income, and uninsured adults, children, families, seniors and other residents of Alameda County. On June 3, 2014, 75% of county voters approved Measure AA, which reauthorized and extended the existing half-cent tax until 2034.

On December 14, 2021, the County Board of Supervisors approved a new Measure A annual base allocation in the amount of \$43,808,364 beginning in Fiscal Year (FY) 2022-2023 and ending in FY 2024-2025. Included in this three-year funding cycle is the allocation to provide home visiting services to the maternal, paternal, child health and early childhood population.

### D. BIDDER QUALIFICATIONS

To be eligible to participate in this RFP, bidder must meet the following Bidder Minimum Qualifications:

1. Bidder must be a community-based organization, or community-based clinic, or hospital licensed by the State of California (or exempt from licensure requirements) located in Alameda County with the capacity and readiness to establish and operate services beginning October 1, 2023;
2. Bidder must have a minimum of 2 years' experience regularly and continuously providing family support and home visiting services to the maternal, paternal and early childhood populations in Alameda County;
3. Bidder must have a minimum of 2 years' experience serving underrepresented and/or marginalized communities in Alameda County;
4. Bidder must have an established home visiting service delivery model serving the maternal, paternal, child, and adolescent health (MPCAH) population and use an evidence-informed, or evidence-based, or promising practices curriculum;
5. Bidder must have the ability to provide linguistically appropriate services in threshold languages or have access to interpretative services;
6. Bidder must possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.



E. SPECIFIC REQUIREMENTS

For the purposes of this RFP, bidders will propose a home visiting, case management and/or care coordination model which uses an evidence- informed, or evidence-based, or promising practices curriculum. Program model/curriculum must enhance parent and child relationships and provide parent education and support. The proposed program model will integrate the core components as outlined above in section C. Scope. Services must include screening, referrals, and linkages to community providers. Contractor may conduct group education activities as part of their program curriculum or model.

The specific model and implementation plan for service delivery will be proposed by bidders. Bidders must also be explicit in describing the expected outcomes for clients, based on the Common Outcomes Framework (see F. Deliverable and Reports Table 1)

Overall objectives of the family support services for the pregnant and parenting, and early childhood population proposed by the bidder should include:

- 1) Engaging pregnant people and families with young children in family support services
- 2) Engaging fathers with young children in family support services
- 3) Improved parent-child relationships
- 4) Improved physical and social emotional health outcomes
- 5) Improved self sufficiency
- 6) Improved school readiness for the child served through family support services

Region	Service Populations of Focus
All of Alameda County	Pregnant individuals and families with children from ages 0-5 years.  Priority population of focus: <ul style="list-style-type: none"> <li>• Black/African-American identified pregnant individuals and families with children from ages 0-5 years.</li> <li>• Fathers with children from ages 0-5 years.</li> </ul>

Contractor must serve pregnant people, women of reproductive age, fathers and families with children, up to age 5. Program participants may have psychosocial risks which require intensive family support services and whose needs are not otherwise addressed within the community.

Priority populations served within MPCAHA include Black/African-American identified birthing people, and Fathers with children ages 0-5. Bidders must serve the populations listed, but may propose to provide services beyond the listed priority populations. Please include rationale and any data that supports the rationale of the Bidder's priority population.

Bidders must include in their proposal how many clients to be served annually. Services must be provided on a continual basis throughout the contract period with at least two (2) face-to-face and/or virtual contacts per month. Simple demographic information, streamlined visit data, and health and referral outcomes will be tracked and reported to Alameda County.

F. DELIVERABLES / REPORTS

1. Contractor service delivery model will consist of regularly scheduled visits with enrolled family at least two (2) times per month.
2. Contractor must complete and submit ACPHD records/reports as requested, including a Result Based Accountability (RBA) semi-annual report, a Quarterly Data Progress report, and Monthly Caseload Report. **Samples of the above-mentioned reports can be found in Attachments – Exhibit B Sample Data Reports.**
3. Contractor will conduct data collection activities as outlined in the Common Outcomes Framework (Table 1 below).
4. Upon agreement with Contractor and ACPHD, Contractor will implement program recommendations made by Starting Out Strong Steering Committee.
5. Contractor is required to participate in triannual Contractors' meetings, and any other applicable meetings and trainings as prescribed by ACPHD.
6. Contractor will use the recommended ACPHD Quarterly Data Progress Report.
7. The Contractor will participate in the Starting Out Strong Steering Committee to provide insight, feedback, influence, and recommendations regarding the implementation of family-centered, trauma-informed and culturally responsive home visiting services in Alameda County.
8. Contractor will implement an internal system to ensure quality assurance for data collection.
9. Contractor is to administer three (3) Alameda County Healthy Start Initiative (ACHSI) Data Collection Tools to pregnant/parenting women, fathers, partners, and primary caregivers as indicated for each perinatal phase. Data will be collected for African American pregnant/parenting women, fathers, partners, and primary caregivers and their infants and/or children up to 18 months of age served by Contractor and who reside in Alameda County and will be

considered program participants of ACHSI. ACPHD will provide training and technical assistance on administering the data collection tools.

TABLE 1. Common Outcomes Framework

	Desired Outcome	Indicators
Child Level	Physical and social-emotional health	Singleton Preterm Birth Rate
		Singleton Low Birth Rate
		Infant deaths under 1
		Child has medical home
		Child has medical, dental insurance
		Immunizations are up-to-date
		Well child visits up-to-date
	School readiness	Child receives early developmental screening (and follow up)
Parent-Child Level	Physical and social-emotional health	Ever Breastfed/Fed Breast Milk
		Breastfed/Fed Breast milk for >3 months
		Breastfed/Fed Breast milk for >6 months
		Early Prenatal Care (prenatal care in the 1 <sup>st</sup> trimester)
		Late or no Prenatal Care
		Adequate Prenatal Care (As per Kotelchuck Index Formula)
		Improvement in Family Functioning/Resiliency
		Improvement in Social Supports
		Improvement in Concrete Supports
		Improvement in Nurturing and Attachment
		Improvement in Child Development and Parenting Skills
		Increase in parents who follow safe sleep guidelines (ABC)/babies who sleep in safe sleep environments
		Decreased child abuse and neglect
		Parent Level
Parent has medical, dental insurance		
Increased knowledge of child development		
Decrease in parental depression; instead of care plan: including coping, referrals and follow-up		
Parent Mental Health		
Intimate Partner Violence		
Family Planning		
Father/Partner Involvement		
Family Level	Physical and socio-emotional health	Improved access to community resources/Efficacy of Care Coordination
		Car Seat and Home Safety
	Self-sufficiency	Housing security

	Desired Outcome	Indicators
		Food security
		Economic self-sufficiency
Staff Level	Professional Development and Core Competency	Staff Proficiency

G. BIDDERS CONFERENCES

1. The Bidders Conferences held on the dates 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:

**Bidders Conference #1:  
Tuesday, April 25, 2023, 2:00 p.m.**

[Click here to join the meeting](#)

Meeting ID: 250-850-8319

Passcode: 486678

**Bidders Conference #2:  
Wednesday, April 26, 2023, 10:00 a.m.**

[Click here to join the meeting](#)

Meeting ID: 250-850-8319

Passcode: 486678

2. Information regarding the RFP will be presented during the conferences. To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
3. Bidders Conferences will be held to:
  - a. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
  - b. Provide the County with an opportunity to receive feedback related to this RFP.
4. The Bidders Conferences 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 Conferences. Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conferences 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:

Kabir Hypolite, Procurements, Grants & Contracts Manager  
Alameda County, Public Health Department - Procurements  
Email: [PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org)

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

## II. 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 goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
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 and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
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. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references and optional vendor interview. The Bidders receiving the highest preliminary scores and with at least 300 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **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.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score.** The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
  - a. *Without Vendor Interview.* In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
  - b. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the Alameda County, Public Health Department - Procurements 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.

12. **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.
13. The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. 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.

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

	Evaluation Criteria	Weight
A.	<p><b>Completeness of Response:</b></p> <p>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</p>	Pass/Fail



	Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.	
	<p><b>Debarment and Suspension:</b></p> <p>Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at <a href="http://www.sam.gov/SAM">www.sam.gov/SAM</a>.</p>	Pass/Fail
B.	<p><b>Cost, Budget Form and Budget Justification:</b></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 will be adjusted by considering:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?).</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?); and</li> <li>3. How well does the Bidder's cost capture all activities and staff needed to meet the services requested?</li> <li>4. How well does the Bidder allocate staff and resources?</li> <li>5. How well does the Budget Justification detail how Bidder arrived at particular calculations?</li> <li>6. How well does the Bidder outline, and how diverse are, the revenue sources for its organization and the proposed program?</li> <li>7. How well does the Bidder describe its fiscal oversight and management practices?</li> <li>8. How well do staff salaries reflect local costs of living?</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	20 Points
C.	<b>Description of Proposed Services:</b>	20 Points

	<p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the description of proposed services depict a logical approach to fulfilling the requirements of the RFP?</li> <li>2. Does the description of proposed services match and contribute to achieving the objectives set out in the RFP?</li> <li>3. Does the description of proposed services interface with the County's schedule?</li> <li>4. Has the bidder addressed culturally appropriate services; including accommodations for language and/or cultural differences?</li> <li>5. Has the Bidder identified and planned for mitigation of risks that may adversely affect any portion of the County's schedule and requested services?</li> </ol>	
D.	<p><b>Relevant Experience and Knowledge of Priority Populations:</b></p> <p>Proposals will be evaluated, including considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. How much experience does the Bidder have with similar projects?</li> <li>2. Do the individuals assigned to the project have experience on similar projects?</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> <li>4. Does the Bidder have experience serving MPCA Priority Populations?</li> </ol>	20 Points
E.	<p><b>References (See Exhibit A – Bid Response Packet)</b></p>	10 Points
F.	<p><b>Understanding of the Project:</b></p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Has/How well has the Bidder demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the Bidder identified pertinent issues and potential problems related to the project?</li> <li>3. Has/How well has the Bidder demonstrated that it understands the deliverables the County expects it to provide?</li> </ol>	15 Points

	4. Has/How well has the Bidder demonstrated that it understands the County's schedule and can meet it?	
G.	<p><b>Deliverables and reports:</b></p> <p>Proposals will be evaluated based on Bidder's ability to track data and outcomes.</p> <ol style="list-style-type: none"> <li>1. How clear are Bidder's measurable outcomes?</li> <li>2. How thorough, thoughtful, and relevant is Bidder's plan to collect data to monitor the progress of the proposed services? Were challenges and issues clearly articulated?</li> </ol>	15 Points
H.	<p><b>Bidder Interview</b></p> <p>Should the County opt to conduct a Bidder interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder's proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the Bidder interview.</p>	Oral interview may be used to revise / inform scores of criteria above
<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>		
	<b>Local Preference:</b> Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%
	<b>Small and Local or Emerging and Local Preference:</b> Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%

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 rebid 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 Alameda County, Public Health Department - Procurements. 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 (5) 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:

Alameda County, Public Health Department, Administrative Services  
Division  
ATTN: Tamarra Brown, Administrative Services Director  
1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577  
Email: [PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org)

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 Department Representatives 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.

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 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](mailto: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.
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 nine (9) months.
2. By mutual agreement, any contract, that may be awarded pursuant to this RFP may be extended for an additional four (4) years.
3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, services and/or providing of goods, the Contractor 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. PRICING

1. 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.

O. 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. Small Local Emerging Business (SLEB) Program
  - a. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.



- b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
    - (1) [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
    - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
  - c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 621610, Home Health Care Services; 624190, Other Individual and Family Services; 624110, Child and Youth Services.
  - d. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
  - e. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
  - f. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.
  - g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
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 shall 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 Standard Services Agreement Template](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)  
[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP]  
  
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).
  - 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.

P. INVOICING

- 1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.

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

Q. ACCOUNT MANAGER / SUPPORT STAFF

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

### III. INSTRUCTIONS TO BIDDERS

#### R. COUNTY CONTACTS

1. Alameda County, Public Health Department-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through Alameda County, Public Health Department-Procurement only. Any communication regarding this RFP with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
3. Contact Information for this RFP:  
  
Kabir Hypolite, Procurements, Grants & Contracts Manager  
Alameda County, Public Health Department - Procurements  
1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577  
Email: [PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org)  
Phone: (510) 267-8000
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.

#### S. SUBMITTAL OF PROPOSALS

1. Document Submittal
  - a. All bids must be SEALED and must be received at the Alameda County Public Health Department, Procurements office BY 2:00 p.m. on the due date specified in the Calendar of Events.

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

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier, or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Public Health Department-Procurement unit's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

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

**Alameda County, Public Health Department-Procurements  
RFP No. FY 22-MPCAH-1008  
Attn: Kabir Hypolite  
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.**

- c. Bid responses are to be straightforward, clear, concise and specific to the information requested.
- d. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
- e. 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 shall not be liable in any way for disclosure of any such records. Please refer to the County's website at [Alameda County Proprietary and Confidential Information Policies](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/].
- f. 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, plus four (4) copies of their proposal. Original proposal is to be clearly marked "ORIGINAL" with copies to be marked "COPY." All submittals should be printed on plan white paper and must be either loose leaf or in a 3-ring

binder (NOT bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

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

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

**A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**

- g. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
- h. No email (electronic) or facsimile bids will be considered.
- i. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
- j. Each bid received will be entered into a log identifying each bidder. This record will be available to the public upon request.

## 2. Submissions Processes

- a. All costs required for the preparation and submission of a proposal shall be borne by the Bidder.
- b. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of 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 shall 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 shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is

regularly engaged in the general class and type of work called for in the RFP and contract documents.

- 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).





## 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 and time.
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.**
3. 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, plus four (4) copies and one electronic copy of the bid in PDF (with Optical Character Recognition preferred). **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. 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 Packet as part of the Bidder’s proposal, as instructed in Section S – Submittal of Proposals.
  - a. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
  - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
  - c. Exhibit A – Bid Response Packet, [Small Local Emerging Business \(SLEB\) Information Sheet](#)
    - (1) [Must be signed by Bidder](#)
    - (2) [Must be signed by SLEB Partner](#) if subcontracting to a SLEB
5. 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.

6. Bidders shall not submit to the County a re-typed, word-processed, or otherwise recreated version of Exhibit A – Bid Response Packet or any other County-Provided Document. 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.
7. 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.
8. 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 this Exhibit A - Bid Response Packet for the bid response to be considered complete.
9. **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. FY 22-MPCAH-1008  
Home Visiting and Family Support

## 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/>]
  - b. **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/>]
  - d. **General Environmental Requirements**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]
  - e. **Alameda County SLEB Program Overview**  
[<http://acgov.org/auditor/sleb/overview.htm>]
  - f. **Alameda County SLEB Program Additional Information**  
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
  - g. **First Source**  
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
  - h. **Online Contract Compliance System**  
[<http://acgov.org/auditor/sleb/elation.htm>]
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 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.

6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
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. The undersigned acknowledges **ONE** of the following (please check only one box):
  - Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
  - Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
  - Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
    - Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
    - Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
9. 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 Proposal on the signature portion thereof shall also constitute the signature of this Certification.

<b>BIDDER:</b> _____	
<b>PRINCIPAL:</b> _____	<b>TITLE:</b> _____
<b>SIGNATURE:</b>  _____	<b>DATE:</b> _____

## SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

**Instructions:** On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be **valid** at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, [GSA.OAP@acgov.org](mailto:GSA.OAP@acgov.org).
- For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, [OCCR@acgov.org](mailto:OCCR@acgov.org), (510) 891-5500.



## SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form.

Bidders that are not certified SLEBS (for the definition of a SLEB, see [Alameda County SLEB Program Overview; \[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

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

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with [Elation Systems; \[http://www.elationsys.com/elationsys/\]](http://www.elationsys.com/elationsys/).

**BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**

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

SLEB Certification #: \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_\_\_

NAICS Codes Included in Certification: \_\_\_\_\_

OR

**BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT \_\_\_\_\_% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:** \_\_\_\_\_

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

SLEB Certification #: \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_\_\_

SLEB Certification Status:  Small /  Emerging

NAICS Codes Included in Certification: \_\_\_\_\_

SLEB Subcontractor Principal Name: \_\_\_\_\_

SLEB Subcontractor Principal Signature:  \_\_\_\_\_

**Upon award, Bidder (the Prime Contractor) and all SLEB subcontractors agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.**

**Bidder Printed Name/Title:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Bidder Signature:**  \_\_\_\_\_ **Date:** \_\_\_\_\_

## BIDDER MINIMUM QUALIFICATIONS

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

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

To be eligible to participate in this RFP, bidder must meet the following Bidder Minimum Qualifications:

1. Bidder must be a community-based organization, or a community-based clinic licensed by the State of California (or exempt from licensure requirements) located in Alameda County with the capacity and readiness to establish and operate services by October 1st, 2023
2. Bidder must have a minimum of 2 years' experience regularly and continuously providing family support and home visiting services to the maternal, paternal and early childhood populations in Alameda County
3. Bidder must have a minimum 2 years' experience serving underrepresented and/or marginalized communities in Alameda County
4. Bidder shall have an established home visiting service delivery model serving the maternal, paternal, child, and adolescent health (MPCAH) population and use an evidence-informed, or evidence-based, or promising practices curriculum.
5. Bidder must have the ability to provide linguistically appropriate services in threshold languages or access to a language line.
6. Bidder must possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

**Maximum Length: None**

## BIDDER SUBMISSION CHECKLIST

All the specific documents listed below are required to be submitted with the Exhibit A – Bid Response Packet for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title.

- 1. **Letter of Transmittal (up to 2 pages):** Bid responses shall describe the Bidder’s history including capabilities and approach in providing family support and home visiting services to Alameda County. Provide a brief synopsis of the highlights and overall benefits of the Proposal to the County. The letter must summarize how the bidder meets minimum and specific requirements for the project, including years of experience. The letter should not exceed two (2) pages in length and should be easily understandable.
  
- 2. **Description of service delivery model (2-3 pages):** Bidder shall describe their agency’s structure and methodology in delivering home visiting, family services to pregnant and parenting individuals and families with children 0-5 years old. Indicate priority population (s), curriculum (evidence-based, evidence-informed, OR promising practices) used and a detailed description of schedule of services provided to this population. Describe in detail the services with these funds to serve new families in Alameda County.  

The description must:

  - a) specify the quality and frequency of the interventions with families
  - b) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and
  - c) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP. Include any data the bidder may have to highlight the efficacy and quality of services such as numbers of clients served, maternal depression and child development screens and outcomes.
  
- 3. **Relevant Experience (2 pages):** Bidder should describe any previous experience providing services to populations lifted up in the RFP throughout Alameda County. Bidder should highlight evidence of improved health and/or social outcomes for the priority population, such as housing, educational attainment and/or financial security, through supportive services and/or collaborations.
  
- 4. **Budget and budget narrative (2-3 pages):** The proposed budget shall not exceed the amounts listed for the RFP and provide costs, including staffing, indirect costs, etc. for the proposed services. Bidders must submit a budget and budget justification

narrative. The narrative shall explain all costs associated with this project.

- 5. **Implementation Plan (1 page):** Bidder shall describe their implementation plan to demonstrate readiness when the contract begins. Bidder shall outline plans to build capacity sufficient to meet contract goals, including recruitment and training of program or project staff.
  
- 6. **Outreach and Recruitment (1-2 pages):** Recruitment of pregnant people, parents and families with young children is an integral part of home visiting programs and a sound recruitment strategy is imperative to ensure individuals and families of interest enroll for services. Bidders must describe their recruitment strategy, including working with health care and community service providers, and describe how this recruitment plan will coordinate with existing programs and resources within the community. Please include any social media engagement strategies.
  
- 7. **Deliverables and reports (1-2 pages):** Contractor will submit performance measures (as described in Specific Requirements) related to proposed objectives throughout the contract period. Bidder will describe any current or proposed continuous quality improvement activities that facilitate effective program implementation and performance. Bidder shall briefly describe their methods of data collection.
  
- 8. **Collaboration and Partnerships (1-2 page):** ACPHD hosts regular meetings with the Starting Out Strong Steering Committee, Pre to 5 Collaborative meetings and Contractor Collaboration Meetings. Bidder will be required to participate in these forums. In this section, Bidders shall share their experience participating in county collaboratives and how their participation will benefit the partnerships described above as well as their partnership in Alameda County which supports their interest and commitment to the community.
  
- 9. **Exhibit B – Sample Data Reports (Review; no submission required)**
  
- 10. **Exhibit C – HIPAA Business Associate Agreement (Review; no submission required)**

## BID/BUDGET FORM(S)

### Instructions:

Bidder must submit a proposed budget. Bid proposals that do not provide a budget will be rejected.

The proposed budget should not exceed the maximums listed within this RFP. The proposed budget should state costs, including staffing, indirect costs, etc. for the proposed services and is the cost the County will pay for the 9-month term of any contract that is a result of this bid. Please specify the total cost of the program. Funds cannot supplant existing services. Therefore, applicants must demonstrate expanded capacity and additional services provided.

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

**SAMPLE TEMPLATE INCLUDED HERE IS AN EXAMPLE BUDGET. BIDDERS MUST PROVIDE THEIR OWN COMPREHENSIVE BUDGET BASED ON A 9-MONTH OPERATING COST PROJECTION AND ANY ONE-TIME START UP COST (IF APPLICABLE).**

Budget Item	Program Expense (9-Months)
<b>Personnel Expenses</b>	
XX FTE Position	
XX FTE Position	
Benefits	
<b>Personnel Expenses Subtotal</b>	
<b>Subcontract Expenses</b>	
<b>Subcontract Expenses Subtotal</b>	
<b>Operating Expenses</b>	
<b>Operating Expenses Subtotal</b>	
<b>Indirect Expenses</b> (Not to exceed 14.02% of total Measure A allocation)	
<b>Total</b>	

## BUDGET DETAIL/NARRATIVE

**Instructions:** Bidder is to provide a **Budget Detail**.

The *Budget Detail* must provide a breakdown of the cost(s) listed in the *BUDGET/BID FORM*. Bidders may use a budget template of their own choice; however, all costs attributed to the project under the awarded contract **MUST** be listed and described in the *Budget Detail*.

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 Description of Proposed Services (below).
2. The position and cost of individuals that will perform the services.
  - a. Position titles of Key Personnel must be included in the narrative; and they may also be identified in the budget by position title or program.
  - b. The estimated number of hours for each individual/position, corresponding hourly rates, and extended costs.

**Maximum Length: One (1) page**

## TABLE OF KEY PERSONNEL

**Instructions:** Bidder is to provide a **Table of Key Personnel**. The table must include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder's qualifications, the table must include the following information for each key person:

1. The person's relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.

If a Bidder collaborates with any other partners or subcontractors, the Bidder must identify all key personnel, subcontractors, subcontractor qualifications, and how they plan to work together. Bidder must identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

**Maximum Length: None. There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.**

## DESCRIPTION OF PROPOSED SERVICES

**Instructions:** Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Service* must describe the overall services and program. The Bidder must address how they will meet or exceed each requirement listed in Section E (Requirements) and Section F (Deliverables/Reports).

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

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.
3. Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP.
4. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide 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: 2-3 pages**



## IMPLEMENTATION PLAN AND SCHEDULE

**Instructions:** Bidder is to provide an **Implementation Plan and Schedule**.

In conjunction with the *Description of Proposed Services* and the *Budget Detail*, the Bidder must include an *Implementation Plan and Schedule* that specifically addresses the following:

1. A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services and the key personnel assigned to each.
2. The ideal Implementation Plan and Schedule will provide a clear picture of what the County can expect during the contract term and in preparing to start the contract. Bidders should consider the information and questions contained in the Evaluation Criteria and Specific Requirements in preparing the Implementation Plan and Schedule.

**Maximum Length: 1 page**

## REFERENCES

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

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

Bidder must currently be providing goods and/or services for at least two (2) of the references or have done so within the last five (5) years.

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. FY 22-MPCAH-1008**  
**Home Visiting and Family Support**

**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.

**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**

**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
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

E

**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' 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 Contactor'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.



# **COUNTY OF ALAMEDA**

## **EXHIBIT B**

### **SAMPLE DATA REPORTS**

RFP No. FY 22-MPCAH-1008

Home Visiting and Family Support



## Alameda County MPCA Quarterly Data Progress Report

Date of submission:

Program:

Highlight:      Q1          Q2          Q3          Q4

1. Number of new referrals received this quarter (whether they are active or not)	
2. How many families is your program providing outreach to via phone, text, etc. but have not been able to enroll (these numbers are not included in #3 below)?	
3. How many current and active cases are in your program (families with at least one face to face)?	
4. Race/ethnicity breakdown of #3 above?	
African-America/Black/African descent	
American Indian	
Asian	
Latino	
Middle Eastern	
Multiracial and state which:	
Pacific Islander	
White/Caucasian	
Other:	
5. Total number of Face-to-Face contacts per month including group and individual contacts of families served in #3?	
6. On next page list each case manager and caseload of each this quarter	

List each case manager and caseload of each this quarter:

	<b>Case Manager</b>	<b>Caseload</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		

## Alameda County MPCA Monthly Caseload Report

Date of Submission: XX/XX/XXXX

Program: Strong Families Home Visiting

Month: July August September/Q1 October November December/Q2 January February March/Q3 April May June/Q4

1. How many current and active cases are in your program (families with at least one telehealth or in person session in reporting period)?	<b>Total of families enrolled X</b> <b>Total with at least one telehealth session or home visit X</b>
2. Breakdown of Enrollment Type	
Prenatal	X
Prenatal Teen	X
Interconceptional/Parenting Women	X
Infants/Children (0-5 years of age)	X
Fathers	X
Total	X
3. Total number of cases with at least two (2) Face-to-Face contacts per month	X <sup>1</sup>
4. Total Number of Telephonic Meetings More Than 15 Minutes	X <sup>2</sup>
5. Summary – Highlight or challenges in the past month	

<sup>1</sup> Per Alameda County guidelines on charting on *telehealth visits* (i.e. visits longer than 15 minutes due to shelter-in-place beginning March 16, 2020), we counted *telehealth visits* as an alternative to face-to-face in-person services. We included children as cases in this count.

<sup>2</sup> A telephonic meeting with caregivers include telehealth visits conducted in lieu of face-to-face visits.

## Results Based Accountability Report Sample

1. What is your program name?

### EDPS – Parental Depression

2. Decrease in risk for parental depression – SCREENING
  - a. # of parents who were served for at least 6 months \_\_\_\_\_
  - b. # of parents screened using the Edinburgh for parental depression \_\_\_\_\_
  - c. % of parents screened using the Edinburgh for parental depression (GOAL= 90%) \_\_\_\_\_
3. Decrease in risk for parental depression – REFERRALS
  - a. # of parents who screened at risk for parental depression \_\_\_\_\_
  - b. # of parents who screened at risk for parental depression AND were referred to mental health supports for treatment \_\_\_\_\_
  - c. % of parents screened at risk for parental depression AND were referred to mental health supports for treatment (GOAL = 80%) \_\_\_\_\_
4. Decrease in risk for parental depression – TREATMENT
  - a. # of parents who screened at risk for parental depression AND were referred to mental health supports for treatment \_\_\_\_\_
  - b. # of parents who screened at risk for depression, were referred to AND received mental health supports or treatment \_\_\_\_\_
  - c. % of parents who screened at risk for depression, were referred to AND received mental health supports or treatment (GOAL = 80%) \_\_\_\_\_
5. Story Behind the Curve:  
Briefly explain the story behind the baseline: the factors (positive and negative, internal and external) that are most strongly influencing the curve of the baseline.
6. Partners:  
Identify partners who might have a role to play in turning the curve of the baseline.
7. What Works?  
Determine what would work to turn the curve of the baseline. Include no-cost/low-cost strategies.
8. Action Plan:  
Determine what you and your partners propose to do to turn the curve of the baseline.

### RLP – Reproductive Life Planning

9. Reproductive Life Plan – SCREENING

- a. # of parents who were served for at least 6 months \_\_\_\_\_
- b. # of cases served for at least 6 months who have a reproductive life plan \_\_\_\_\_
- c. % of cases served for at least 6 months who have a reproductive life plan (GOAL = 75%) \_\_\_\_\_

10. Reproductive Life Plan – REPORTING BIRTH CONTROL USE

- a. # of who have been in the program at least 6 months who have a reproductive life plan and report that they or their partner do not want to become pregnant in the next year \_\_\_\_\_
- b. # of parents who have been in the program at least 6 months who have a reproductive life plan and report that they or their partner do not want to become pregnant in the next year who are consistently using any form of contraception or birth control to prevent pregnancy \_\_\_\_\_
- c. % of parents who have been in the program at least 6 months who have a reproductive life plan and report that they or their partner do not want to become pregnant in the next year who are consistently using any form of contraception or birth control to prevent pregnancy (GOAL = 85%) \_\_\_\_\_

11. Story Behind the Curve:

Briefly explain the story behind the baseline: the factors (positive and negative, internal and external) that are most strongly influencing the curve of the baseline.

12. Partners:

Identify partners who might have a role to play in turning the curve of the baseline.

13. What Works?

Determine what would work to turn the curve of the baseline. Include no-cost/low-cost strategies.

14. Action Plan:

Determine what you and your partners propose to do to turn the curve of the baseline.

**ASQ 3 – Early Childhood Developmental Screening**

15. Early Childhood Developmental Screening – SCREENING

- a. # of children who have been served for at least 6 months \_\_\_\_\_
- b. # of children screened using the ASQ3 for developmental concerns \_\_\_\_\_
- c. % of children screened using the ASQ3 for developmental concerns (GOAL = 85%) \_\_\_\_\_

16. Early Childhood Developmental Screening – REFERRALS

- a. # of children who screen of concern for developmental concerns \_\_\_\_\_
- b. # of children who screen of concern for developmental concerns AND were referred to developmental services \_\_\_\_\_

- c. % of children who screen of concern for developmental concerns AND were referred to developmental services (GOAL = 80%) \_\_\_\_\_
- 17. Early Childhood Developmental Screening – TREATMENT
  - a. # of children who screen of concern for developmental concerns AND were referred to developmental services \_\_\_\_\_
  - b. # of children who screen of concern for developmental concerns, were referred to developmental services AND received the developmental services \_\_\_\_\_
  - c. % of children who screen of concern for developmental concerns, were referred to developmental services AND received the developmental services (GOAL = 70%) \_\_\_\_\_
- 18. Story Behind the Curve:  
Briefly explain the story behind the baseline: the factors (positive and negative, internal and external) that are most strongly influencing the curve of the baseline.
- 19. Partners:  
Identify partners who might have a role to play in turning the curve of the baseline.
- 20. What Works?  
Determine what would work to turn the curve of the baseline. Include no-cost/low-cost strategies.
- 21. Action Plan:  
Determine what you and your partners propose to do to turn the curve of the baseline.

**Safe Sleep for Babies**

- 22. Safe Sleep for Babies – BEHAVIOR
  - a. # of children served in the reporting period who are 0-6 months of age \_\_\_\_\_
  - b. # of children served in the reporting period who are 0-6 months of age whose parents/caregivers report practicing the American Academy of Pediatrics recommended safe sleep behaviors \_\_\_\_\_
  - c. % of children served in the reporting period who are 0-6 months of age whose parents/caregivers report practicing the American Academy of Pediatrics recommended safe sleep behaviors (GOAL = 80%) \_\_\_\_\_
- 23. Story Behind the Curve:  
Briefly explain the story behind the baseline: the factors (positive and negative, internal and external) that are most strongly influencing the curve of the baseline.
- 24. Partners:  
Identify partners who might have a role to play in turning the curve of the baseline.

25. What Works?

Determine what would work to turn the curve of the baseline. Include no-cost/low-cost strategies.

26. Action Plan:

Determine what you and your partners propose to do to turn the curve of the baseline.

**Breastfeeding Promotion**

27. Breastfeeding Promotion – BEHAVIOR

- a. # of children served in the reporting period who are 6-11 months of age \_\_\_\_\_
- b. # of children served in the reporting period who are 6-11 months of age who were breastfed OR fed ANY breastmilk for at least 6 months \_\_\_\_\_
- c. % of children served in the reporting period who are 6-11 months of age who were breastfed OR fed ANY breastmilk for at least 6 months (GOAL = 60%) \_\_\_\_\_

28. Story Behind the Curve:

Briefly explain the story behind the baseline: the factors (positive and negative, internal and external) that are most strongly influencing the curve of the baseline.

29. Partners:

Identify partners who might have a role to play in turning the curve of the baseline.

30. What Works?

Determine what would work to turn the curve of the baseline. Include no-cost/low-cost strategies.

31. Action Plan:

Determine what you and your partners propose to do to turn the curve of the baseline.



# **COUNTY OF ALAMEDA**

## **EXHIBIT C**

### **HIPAA BUSINESS ASSOCIATE AGREEMENT**

RFP No. FY 22-MPCAH-1008

Home Visiting and Family Support



## 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:** \_\_\_\_\_