



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. ACPHD-OVP-1017

for

Hospital-Based Violence Intervention Services

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: Eric Gillespie, Procurements, Grants, and Contracts Specialist

Phone Number: (510) 268-7665

Email Address: PHDProcurements@acgov.org

Public Health Department – Administrative Services Division, Procurements, Grants, and Contracts Unit

RESPONSE DUE

by

2:00 p.m.

on

Tuesday, May 28, 2024

through

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

1100 San Leandro Blvd., Suite 120

San Leandro, CA 94577



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CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. ACPHD-OVP-1017 HOSPITAL-BASED VIOLENCE INTERVENTION SERVICES

EVENT	DATE/LOCATION
Request Issued	Friday, April 5, 2024
Networking/Bidders Conference No. 1	<p>Thursday, April 18, 2024, at 2:00 p.m.</p> <p>TO ATTEND ONLINE:</p> <p>https://us06web.zoom.us/j/2508508319?pwd=TER0bkpQTXQvU2Qyb2hFMks2djlIQT09&omn=83045650291</p> <p>Meeting ID: 250 850 8319 Passcode: 486678 Or call in (audio only): USA 404 443 6397 US Toll; USA 877 336 1831 US Toll-free Conference code: 8881099</p>
Networking/Bidders Conference No. 2	<p>Friday, April 19, 2024, at 10:00 a.m.</p> <p>TO ATTEND ONLINE:</p> <p>https://us06web.zoom.us/j/2508508319?pwd=TER0bkpQTXQvU2Qyb2hFMks2djlIQT09&omn=83171792833</p> <p>Meeting ID: 250 850 8319 Passcode: 486678 Or call in (audio only): USA 404 443 6397 US Toll; USA 877 336 1831 US Toll-free Conference code: 8881099</p>
Written Questions Due via Email: PHDProcurements@acgov.org	Monday, April 22, 2024, by 5:00 p.m.
List of Attendees	Tuesday, April 23, 2024
Questions & Answers Issued	Thursday, May 2, 2024
Addendum Issued [only if necessary to amend RFP]	Thursday, May 2, 2024
Response Due and Submitted through: Alameda County Public Health Department Administrative Services – Procurements 1100 San Leandro Blvd., Suite 120 San Leandro, CA 94577	Tuesday, May 28, 2024, by 2:00 p.m.
Evaluation Period	Tuesday, May 28, 2024, to Sunday, July 7, 2024
Optional Vendor Interviews [only if necessary]	Week of Monday, June 24, 2024
Notice of Intent to Award Issued	Week of Monday, July 8, 2024
Board Consideration Award Date	September 2024
Contract Start Date	Tuesday, October 1, 2024

NOTE: ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE.

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL No. ACPHD-OVP-1017
SPECIFICATIONS, TERMS & CONDITIONS
for
HOSPITAL-BASED VIOLENCE INTERVENTION

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- EXHIBIT A
- BID RESPONSE PACKET**
- EXHIBIT B HIPPA BUSINESS ASSOCIATE AGREEMENT

I. STATEMENT OF WORK

The Alameda County Public Health Department’s (ACPHD) Office of Violence Prevention has available to date approximately \$4 million in funding to be directed to community efforts focused on the reduction of violence in Alameda County; this Request for Proposal (RFP) represents approximately \$550,000 of that available funding. In recognition of violence as a public health issue – impacting not only the individuals and families at the center of an incident, but also presenting hardships for the surrounding neighborhoods and communities subjected to the presence of violence – the ACPHD Office of Violence Prevention works to support community-based interventions that address violence and/or trauma. This RFP seeks to identify a qualified Bidder to provide hospital-based violence intervention services. The Awarded Bidder will work collaboratively with ACPHD, Emergency Medical Services (EMS), and EMS-designated trauma hospitals within Alameda County to provide direct services and support to patients treated for violence-related injury. Direct services may be administered to any combination of individuals, families, or communities at the center of violence, at risk of violence, or exposed to violence.

Funding Category	Number of Awards and Terms	Amount*
1. Hospital-Based Violence Intervention Services	1 contract over 33 months	\$550,000

* Amount of contract award subject to change based on available annual funding from the Alameda County Emergency Medical Services Maddy Fund (SB12).

Proposals addressing any type of violence-related injury are encouraged. In line with direct feedback obtained from community residents during the 2021 Community Health Needs Assessment, ACPHD is electing to promote prevention and intervention of three types of violence: Firearm Violence, Hate-Motivated Violence, and Intimate Partner Violence. ACPHD provides the following definitions and examples for reference, but Bidders should feel open to provide their orientation to the types of violence they may address and data that is evidence of demonstrated need.

- **Firearm Violence:** Violence that involves the use of a firearm to inflict psychological harm, injury, or death. (Includes homicide, non-fatal assault, commission of a violent crime, and unintentional death and injury.)
- **Hate-Motivated Violence:** Any act of intimidation, harassment, vandalism, physical force, or threat of physical force directed against any person or community motivated by hostility toward their real or perceived identify or group membership (race, ethnicity, religious belief, age, disability, sexual orientation, gender identity).
- **Intimate Partner Violence:** Violence between spouses, sexual partners, individuals in dating relationships and/or former partners or spouses, which can occur inside or outside the home. Often involving a pattern of behavior that includes physical, sexual, verbal, emotional, and/or psychological abuse used to gain or maintain power and control over a partner.
- Additional types of Violence that may be considered:

- Community Violence Examples: Assault, Disputes/Conflicts Among Community Members, Homicide, Gang Violence, Violence to Facilitate Theft
- Family Violence Examples: Child Abuse & Neglect, Dependent Abuse, Domestic Violence, Elder Abuse & Neglect
- Sexual Violence Examples: Commercial Sexual Exploitation of Minors, Gender-Based Violence, Human Trafficking, Sexual Assault
- Self-Harming Violence Examples: Self-Mutilation, Suicide (Among Adult and Older Adult Populations)
- Structural Violence Examples: Police Violence, Systemic Violence

In addition to the types of violence noted above, ACPHD is interested in proposals that focus on low-income, underserved neighborhoods and residents who are disproportionately and directly impacted by violence with the goal of fostering safety and resilience skills, nurturing safe neighborhoods, and shifting norms and narratives about acceptable behavior before the onset of violence. Bidding organizations should emphasize their experience and success in working with underserved communities, and their commitment to promoting health equity and social justice. Demonstrating previous achievements in similar projects or initiatives can enhance the strength of the bids.

A. INTENT

It is the intent of these specifications, terms, and conditions to describe specific requirements, features, quantities, quality standards, and any other relevant information that potential Bidders may reference for the proposed community-based services focused on the reduction of violence that is being requested by the County.

The County intends to award one (1), thirty-three (33) month termed contract to Bidder selected as the most responsible Bidder whose response conforms to the RFP and meets the County's requirements.

Given the vital importance and the demonstrable need for violence reduction in Alameda County, this RFP seeks a Bidder to address violence intervention needs for county residents. Submissions that provide evidence of demonstrated need for the impacted community population, center best or evidence-based practices, and promote culturally relevant community-led interventions, programming, or services are desired.

Strong bids will integrate the following approaches:

- Actively engage community residents to understand their perspectives on the presence of violence in their lives and equip them with skills/knowledge to address and reduce the impacts of violence.

- Outline activities to develop, implement, expand, or enhance comprehensive community violence intervention and prevention strategies.
- Be data-driven, incorporating quantitative and/or qualitative evidence to support adoption of direct service strategies and their implementation.
- Center a focus on equity in providing culturally and/or linguistically relevant approaches to serve communities impacted by violence.
- Address structural drivers (e.g., racism, discrimination, economic hardship, etc.) to support community residents.

Bidders should note that the actual number of awards will be determined by the development of the scope and budget proposed by the Bidder(s) and will be negotiated and finalized by the County, in conjunction with the awarded Bidder(s) during the contract negotiation period. Actual award amounts may therefore differ from those originally proposed.

The Bidder selected as the most responsible and whose response conforms to the RFP, meets the County's requirements, and supports the County's mission will be awarded the contract. Renewal of the contract with the Awarded Bidder is contingent upon meeting performance measures and contract deliverables, as set forth by the County, subject to periodic review, and upon the availability of funding.

Initial funds up to approximately \$550,000 will be dispersed. The source of funding for services provided under this RFP includes local funds.

ACPHD reserves the right to determine funding source(s) and to package funds appropriately for specific services and contractors. All funds must be used to support programs specified in this RFP. Services must be provided primarily to residents of the County of Alameda.

HOSPITAL-BASED VIOLENCE INTERVENTION SERVICES (*Up to approximately \$550,000 over 33 months, 1 contract awarded*).

This RFP will support a community-based organization involved in providing case management services and trauma-informed care to patients treated in an Alameda County Emergency Medical Services-designated trauma hospitals for violence-related injuries.

The hospital-based violence intervention program is an evidence-based model. As such, Bidders must account for and administer the following activities, at a minimum:

- Provide intervention in the emergency department or at the hospital bedside for victims of violence, which may include gun violence, domestic violence, or self-harming violence.
- Provide peer outreach and ongoing community-based case management to potential/program-enrolled clients and their families.
- Provide follow-up services through linkages to community-based services, mentoring, home visits, and other ongoing care and support resources.
- Address social determinants of health on a case-by-case basis to support program-enrolled clients in making lifestyle changes.

The initial funding term for the awarded proposal is anticipated to be thirty-three (33) months, based on available funding obtained through the Alameda County Emergency Medical Services Maddy Fund (SB12). Any options to renew funding will be based on the Bidders performance and compliance with deliverables and available funding.

At the time of the release of this RFP, Alameda County's EMS-designated trauma hospitals include Alameda Health System-Highland Hospital, UCSF Benioff Children's Hospital of Oakland, and Sutter Health Eden Medical Center, with Washington Hospital likely being given provisional trauma center status in quarter three of 2024.

B. SCOPE

The scope of this RFP includes the development and implementation of comprehensive evidence-informed hospital-based violence intervention program and related services in Alameda County. The Awarded Bidder will work with ACPHD to address root causes that contribute to violence injury admissions at Alameda County EMS-designated trauma hospitals. Proposals must address health inequalities and respond to social determinants of health.

Awarded Bidder must be prepared to provide:

- A needs assessment report to describe the need for the specific programming and services proposed, and the manner in which the organization intends to carry out, establish, or continue such programming in connection with this RFP.
- A detailed implementation plan of the proposed strategy which is informed by available local data and addresses the County's need for Violence Intervention Services.
- Program and intervention tools and materials, including training and outreach materials for the priority populations that are intended to be reached.

- Quarterly progress reports and data on the implementation and effectiveness of programs and interventions.
- A final report at the end of the 33-month contract term summarizing the program and intervention outcomes, including data on reductions in violence and improvements in health outcomes.

C. BACKGROUND

Violence is a serious public health issue in Alameda County. To address this issue, the ACPHD employs a variety of evidence-based interventions that seek to address health disparities and the Social Determinants of Health.

Health equity refers to the absence of avoidable or unfair differences in health outcomes among different groups. Equity is an essential component of social justice and is impacted by Social Determinants of Health. In Alameda County, health disparities have contributed to the occurrence of violence and violence related injuries. Further, health disparities have contributed to the degree to which certain resident communities are impacted by violence.

Social Determinants of Health refer to the conditions in which people are born, live, work, and age, including factors such as income, education, housing, access to healthcare, and social support. These determinants impact health outcomes and contribute to health inequities, which occur when groups with differing social and economic status experience different health outcomes. For example, in Alameda County, communities with lower incomes, less education, and limited access to healthcare have higher rates of chronic diseases and premature death than those in more affluent areas. Additionally, individuals living in poverty may be more likely to experience trauma, which can contribute to the occurrence of violence.

Firearm Violence is a significant public health issue that affects all individuals within a community. Between 2020-2021, there were 331 violent deaths (i.e., homicides and suicides) involving the use of a firearm in Alameda County, a 40% increase from the 2018-2019 reporting period (236 firearm-related violent deaths). Both victims of Firearm Violence and the surrounding community experience significant impacts ranging from physical and mental distress to economic hardships and communal trauma. Studies have shown that there is a strong correlation between poverty and violence, with demonstrated findings that residents of neighborhoods with high poverty rates experience more violence than those residents in more affluent areas. This is partly due to high poverty rates being associated with increased exposure to violence risk factors such as firearm availability, the presence of gangs, and drug/substance use.

Intimate Partner Violence is also a significant problem in Alameda County, with over 5,000 domestic violence-related calls for assistance reported in 2021. While Intimate Partner Violence is a subset of Domestic Violence, county residents participating in the Community Health Needs Assessment focus groups noted that the issue was of pressing concern throughout the COVID-pandemic. Research has shown that individuals who experience Intimate Partner Violence often have limited access to economic resources, social support, and healthcare to remove themselves from harmful relationship dynamics. These factors may lead to increased stress and anxiety, which can intensify situations that contribute to and lead to violent behavior.

Hate-Motivated Violence, which is often recognized to be underreported, has been on the rise across Alameda County. In 2021, the Department of Justice's *Hate Crime in California Report* noted there were 91 hate crime events, reflecting a 75% increase in hate crimes from the previous year (52 in 2020). In Alameda County, individuals who belong to minority groups (e.g., Black/African American, Asian, Hispanic/Latinx, Native American, Pacific Islander, etc.) or those who identify as LGBTQ+ may experience discrimination in housing, employment, and other areas which can contribute to feelings of fear, isolation, or distress. These factors, combined with a lack of access to mental health resources, may lead to an increased risk of community members being exposed to or victimized by Hate-Motivated Violence.

Addressing violence in any form requires a comprehensive data-informed and driven approach that considers the underlying causes of violence, including social, economic, and political factors. Effective interventions must focus on promoting health equity and reducing health disparities by improving access to resources, education, and training. By addressing these issues, ACPHD can create safer and healthier communities for all residents of Alameda County.

D. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder and all key personnel assigned to the project must be regularly and continuously engaged in the business of providing evidence-informed, culturally and linguistically relevant, and community-led violence prevention/intervention programming for at least two (2) consecutive years which must be clearly stated or demonstrated in the bid response.
- b. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

E. SPECIFIC REQUIREMENTS

1. Bidder(s) must be:
 - Actively engaged in providing violence intervention services to Alameda County residents.
 - Been doing business in Alameda County for at least two (2) years.
 - A public or private organization, community-based organization, or community group working under the umbrella of a public or private corporation with a valid taxpayer ID number.
 - Able to complete activities specified in the Scope of Work in this RFP.
2. Bidder(s) must have at least two (2) years' experience working with vulnerable Alameda County communities that have experienced high levels of violence.
3. Bidder(s) must have the cultural and linguistic competency required to successfully implement proposed services.
 - i. Bidder(s) must have a team that includes individuals with expertise in providing trauma-informed, culturally competent, and linguistically appropriate care and services.
 - ii. Cultural competency spans not just race/ethnicity and language capacity but should include an understanding of and ability to reflect clients' shared experiences, and the unique experiences of community members as they relate to gender and sexual orientation, race, age, exposure to trauma, immigration experience, mental health and physical health status, socioeconomic status, disabilities, and other risk and protective factors.
 - iii. While Bidder(s) are expected to possess necessary language capacity, if needed, contractor(s) can utilize the Language Access Line, a telephonic translation/ interpretation service provided by the County for interpretation and translation needs. Costs for additional translation and interpretation services may be included within the bid response quote.
4. Bidder(s) must have the capacity to conduct a needs assessment, develop an implementation plan outlining program goals and interventions, provide services

and supports to intended communities, and submit regular reports and data relative to implemented interventions.

5. Bidder(s) may propose subcontractors in the bid response as part of the proposed scope of services; subcontractors are subject to County approval if the Bidder is awarded a contract.

F. DELIVERABLES / REPORTS

Quarterly (and occasionally as requested), the Awarded Bidder must directly report on the progress of activities and identified measures to ACPHD and the EMS-designated trauma hospitals within Alameda County. This will include using the Results-Based Accountability (RBA) framework to track and report the effectiveness of implemented strategies as well as the impact the program has had on the community and individuals served. The Awarded Bidder must deliver regular progress reports using County-provided templates to reflect achievements and challenges in service delivery for the purpose of ongoing process improvement.

The ACPHD Office of Violence Prevention will work collaboratively with Awarded Bidder to identify RBA performance measures that reflect Process/Effort Objectives (*how much did you do*), Quality Objectives (*how well did you do it*), and Impact Objectives (*is anyone better off*).

Proposed common measures may include but are not limited to:

1. ***Process/Effort - How Much Did You Do?***

- A. Number of at-risk community members served (by Age, Race/Ethnicity, Zip Code or Neighborhood)
- B. Number of violence prevention/intervention activities conducted (e.g., street outreach encounters, community education trainings, group therapy sessions, neighborhood block parties)
- C. Number of credible messengers that are part of the violence prevention/intervention program (A “credible messenger” may be a neighborhood leader, youth advocate, or individual with relevant life experiences whose role is to help transform attitudes and behaviors around violence.)
- D. Number of service referrals received from Alameda County EMS-designated trauma hospitals

2. **Quality - How Well Did You Do?**

- A. Average case load per credible messenger
- B. Percent of referrals converted to program-enrolled clients
- C. Percent of community members provided services in their primary language (other than English)
- D. Percent of program-enrolled clients who accept and receive services
- E. Percent of program-enrolled clients surveyed who were satisfied/very satisfied with their case management services

3. **Impact - Is Anyone Better Off?**

- A. Percent of program-enrolled clients who demonstrate improved techniques to resolve conflicts/manage personal stressors/apply trauma-informed care
- B. Percent of community members in proximity to violence who report feeling (slightly/somewhat/a lot) safer due to program participation
- C. Number of community member testimonies reporting a positive decrease in occurrences of violence

Bidder must describe any current or proposed continuous quality improvement activities that facilitate effective program implementation and performance and detail their current methods of data collection.

Additionally, the Awarded Bidder will be required to attend regular team meetings with ACPHD, EMS, and EMS-designated trauma hospital staff to discuss progress and activities.

G. **BIDDERS CONFERENCE(S)**

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

Bidders Conference #1:

Thursday, April 18, 2024, 2:00 p.m. – 3:00 p.m.

<https://us06web.zoom.us/j/2508508319?pwd=TER0bkpQTXQvU2Qyb2hFMks2djllQT09&omn=83045650291>

Meeting ID: 250 850 8319

Passcode: 486678

Or call in (audio only): USA 404 443 6397 US Toll; USA 877 336 1831 US Toll-free
Conference code: 8881099

Bidders Conference #2:

Friday, April 19, 2024, 10:00 a.m. – 11:00 a.m.

<https://us06web.zoom.us/j/2508508319?pwd=TER0bkpQTXQvU2Qyb2hFMks2djllQT09&omn=83171792833>

Meeting ID: 250 850 8319

Passcode: 486678

Or call in (audio only): USA 404 443 6397 US Toll; USA 877 336 1831 US Toll-free
Conference code: 8881099

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

Eric Gillespie, Procurement, Grants, and Contracts Specialist
Alameda County, Public Health Department
Procurements, Grants, and Contracts Unit
Email: PHDProcurements@acgov.org

7. Attendance at the Bidders Conference(s) are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid 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 3 Bidders receiving the highest preliminary scores and with at least 200 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 ACPHD-Procurements, Grants, and Contracts (PGC) unit only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
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>Completeness of Response:</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 Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.</p>	Pass/Fail
	<p>Debarment and Suspension:</p>	Pass/Fail

	Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM .	
B.	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost.</p> <p>Cost evaluation points may be adjusted by considering:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?). 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?). 	15 Points
C.	<p>Description of Proposed Services:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the description of proposed services depict a logical approach to fulfilling the requirements of the RFP? 2. Has/How well has the Bidder demonstrated a thorough understanding of the purpose and scope of the project? 3. Does the description of proposed services match and contribute to achieving the objectives set out in the RFP? 4. Does the description of proposed services interface with the County's schedule? 5. Has the bidder addressed culturally appropriate services; including accommodations for language and/or cultural differences? 	25 Points
D.	<p>Implementation Plan and Schedule:</p> <p>Evaluation will include the likelihood that Bidder's implementation plan and schedule will meet the County's schedule and is reasonable. Identification and planning for mitigation of risks that Bidder believes may adversely affect any portion of the County's schedule may be considered.</p> <ol style="list-style-type: none"> 1. Does the implementation plan, timeline of project goals, measurable outcomes, and benchmarks align with the specifications in this RFP? 	25 Points

	<p>2. Does the proposal present a realistic and feasible timeline to implement services, with sufficiently thorough explanation that demonstrates the Bidder’s anticipated challenges and other factors that may impact implementation?</p> <p>3. Does the implementation plan reinforce the Description of Proposed Services that the Bidder intends to provide?</p>	
E.	<p>Relevant Experience:</p> <p>Proposals will be evaluated, including considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How much experience does the Bidder have with similar projects? 2. How well has the Bidder demonstrated a depth of relevant experience delivering hospital-based violence intervention services? 3. Do the individuals assigned to the project have experience on similar projects? 4. How extensive is the applicable education and experience of the personnel designated to work on the project? 5. How well has the Bidder demonstrated an understanding of the needs 	15 Points
F.	<p>References (See Exhibit A – Bid Response Packet) If a shortlist process is used for a solicitation, references are only performed on the shortlist vendors, and the score is not included in the preliminary shortlist score</p>	5 Points
G.	<p>Budget Justification, Fiscal Practice, and Budget Form</p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How well does the Bidder’s cost capture all activities and staff needed to meet the services requested? 2. How well does the Bidder allocate staff and resources? 3. How well does the Budget Justification detail how Bidder arrived at particular calculations? 4. Is the proposed cost appropriate to the nature of the services to be provided? 5. How clear, realistic, and reasonable are costs in relation to the services provided and the number of clients to be served? 	15 Points

	<p>6. How well does the Bidder outline, and how diverse are, the revenue sources for its organization and the proposed program?</p> <p>7. How well does the Bidder describe its fiscal oversight and management practices?</p> <p>8. How well do staff salaries reflect local costs of living?</p>	
H.	<p>Vendor Interview</p> <p>Should the County opt to conduct a vendor 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 vendor interview.</p>	Vendor Interview may be used to revise / inform scores of criteria above
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	<p>Local Preference: 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.</p>	5%
	<p>Small and Local or Emerging and Local Preference: 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.</p>	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 the Alameda County Board of Supervisors. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

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

K. BID PROTEST / APPEALS PROCESS

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

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

procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

Alameda County Public Health Department
Administrative Services
ATTN: Tamarra Brown, Director
1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577
Email: Tamarra.Brown2@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 Procurement Specialist 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, 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 thirty-three (33) months.
2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two (2) 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. QUANTITIES

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

N. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.

3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
4. Taxes and freight charges:
 - a. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
 - b. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid proposal.
 - c. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
 - d. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
5. All prices quoted must be in United States dollars.
6. Price quotes must include any and all payment incentives available to the County.
7. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

O. AWARD

1. Most Responsive and Responsible Bidder
 - a. The award will be made to the highest-ranked Bidder who meets the requirements of these specifications, terms, and conditions.

- b. Awards may also be made to the subsequent highest ranked Bidder who will be called in order should the County need to contract with another Bidder.
 - c. An award will be recommended for the Bidder that submitted the proposal 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 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): 621493, 621999, 624110, 624120, 624190, 624310, and 813319.
 - 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 will be made solely at the discretion of the County.
 - b. Any bid proposals that contain false or misleading information may be disqualified by the County.
 - c. The County reserves the right to award to a single or multiple Contractors.
 - d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
 - e. The County has the right to decline to award this contract or any part thereof for any reason.
4. Procedures
- a. Board approval to award a contract is required.
 - b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
 - c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[Alameda County Standard Services Agreement Template](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)

[\[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP\]](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. METHOD OF ORDERING

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

Q. INVOICING

- 1. Contractor must invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
- 2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
- 3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
- 4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
- 5. Contractor must utilize a standardized invoice format upon request.

6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

R. ACCOUNT MANAGER / SUPPORT STAFF

1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the Alameda County Public Health Department's Office of Violence Prevention and Alameda County Emergency Medical Services Agency 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

S. COUNTY CONTACTS

1. ACPHD-Procurements, Grants, and Contracts Unit is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the ACPHD-Procurements, Grants, and Contracts Unit only. Any communication regarding this RFP with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.

3. Contact Information for this RFP:

Eric Gillespie, Procurements, Grants, and Contracts Specialist
Alameda County Public Health Department
Administrative Services
1100 San Leandro Blvd., Suite 120
San Leandro CA 94577
Email: PHDProcurements@acgov.org
Phone: (510) 268-7665

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

T. SUBMITTAL OF PROPOSALS

1. Document Submittal

- a. All bids must be SEALED and received at the ACPHD, Procurements, Grants, & Contracts Unit office by 2:00 p.m. on the due date specified in the Calendar of Events.
- b. **NOTE: LATE AND/OR UNSEALED BIDS WILL NOT BE ACCEPTED FOR EVALUATION AND CONSIDERATION. IF HAND DELIVERING BIDS, PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS, AND ENTRY INTO SECURE BUILDING.**
- c. Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after the said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.
- d. All bids, whether delivered by an employee or Bidder, U.S. Postal Service, courier, or package delivery service, must be received and timestamped at the stated address prior to the time designated. ACPHD – Procurements, Grants, & Contracts Unit’s timestamp must be considered the official timepiece for the purpose of establishing the actual receipts of bids.
- e. Bids are to be addressed and delivered as follows:

Alameda County Public Health Department

Procurements, Grants, & Contracts Unit
RFP No. ACPHD-OVP-1017
Attn: Eric Gillespie
1100 San Leandro Blvd., Suite 120
San Leandro, CA 94577

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

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

- f. Bid responses must be straightforward, clear, concise, and specific to the information requested.
- g. For bids to be considered complete, the Bidder must provide responses to all information requested in Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
- h. In whole or in part, bid responses are NOT to be marked confidential or proprietary. The County may refuse to consider any bid or part thereof so marked. Bids submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County's website at [Alameda County Proprietary and Confidential Information Policies](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/].
- i. Bidders are to submit one (1) original hard copy bid (Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation), with original ink signatures or independent electronic signature service, plus three (3) copies of their bid. Original bid is to be clearly marked "ORIGINAL" with copies to be marked "COPY". All submittals should be printed on plain white paper, paginated, and must be loose leaf using binder clips and not bound. It is preferred that all bids submitted be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the bid.

- j. Bidders must also submit an electronic copy of their bid. The electronic copy must be in a **single file** (PDF with Optical Character Recognition preferred) and must be an exact scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on a **USB flash drive** and enclosed with the sealed original hardcopy of the bid.
- k. 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).
- l. **BIDDERS MUST NOT MODIFY BID FORMS(S) OR QUALIFY THEIR BIDS. BIDDER MUST NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORDPROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM OR ANY OTHER COUNTY-PROVIDED DOCUMENT.**
- m. Bidders should ensure that responses are:
 - (1) Single spaced, 12-point Arial font, with 1-inch margins
 - (2) Printed on 8.5 x 11-inch paper
- n. No email (electronic) or facsimile bids will be accepted.
- o. 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 Alameda County website, [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/]. You may also go to [Alameda County Public Health Department Current Contracting Opportunities](https://acphd.org/contracting-opportunities/) [https://acphd.org/contracting-opportunities/] to view award information and other current contracting opportunities in Public Health.
- p. Each bid received will be entered into a log identifying each Bidder. This record will be available to the public upon request.

- q. Bidders **must** submit pricing on the provided spreadsheet template-Bid/Budget Form(s) as provided in the Exhibit A – Bid Response Packet.

2. Submissions Processes

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

3. Legal Requirements

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

the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.

- d. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).



EXHIBIT A BID RESPONSE PACKET

INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date.
2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. As described in the Submittal of Proposals section of this RFP, Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet), as amended or revised by Addendum, including additional required documentation, with original ink signatures or digitally signed via a DocuSign, Conga Sign, or other verifiable independent electronics signature service, plus three (3) copies and one electronic copy of the bid in PDF (with Optical Character Recognition preferred). Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY”. All submittals should be printed on plain white paper, paginated, and must be loose leaf using a binder clip (NOT bound). **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
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 as part of the Bidder’s proposal, as instructed in Section U – Submittal of Proposals.
 - a. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
 - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
 - c. Exhibit 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 must not submit to the County a re-typed, word-processed, or otherwise recreated version of Exhibit A – Bid Response Packet or any other County-provided document. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
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 the Bid Response Packet.
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. ACPHD-OVP-1017
Hospital-Based Violence Intervention

REQUIRED DOCUMENTATION AND SUBMITTALS CHECKLIST

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

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

1. **Table of Contents** Bid responses must include a table of contents listing the individual sections of the proposals and their corresponding page numbers.
2. **Bidder Information Sheet** (Review and complete)
3. **Bidder Acceptance** (Review, complete and sign)
4. **Debarment and Suspension Certification** (Review, complete and sign)
5. **Small Local Emerging Businesses (SLEB) Information Sheet** (Review)
6. **SLEB Information Sheet** (Review, complete and sign)
7. **Bidder Minimum Qualifications** (2 pages)
8. **Additional Program Requirements**
 - (a) **Letter of Transmittal** (up to 2 pages)
 - (b) **Relevant Experience** (2 pages)
 - (c) **Deliverables and Reports** (1-2 pages)
 - (d) **Recruitment and Partnership** (1-2 pages)
 - (e) **Collaboration with Alameda County** (1-2 pages)
9. **Bid/Budget Form(s)** (1-2 pages)
10. **Budget Detail and/or Cost Narrative** (2 pages)
11. **Table of Key Personnel** (2-page limit per résumé)
12. **Description of Proposed Services** (3 pages)
13. **Implementation Plan and Schedule** (up to 2 pages)
14. **References**
15. **Exceptions and Clarifications**

BIDDER INFORMATION

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

Type of Entity / Organizational Structure (check one):

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

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

Primary Contact Information:

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

BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - a. **General Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)
 - b. **Debarment & Suspension Policy**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)
 - c. **Iran Contracting Act (ICA) of 2010**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
 - d. **General Environmental Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
 - e. **Alameda County SLEB Program Overview**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - f. **Alameda County SLEB Program Additional Information**
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
 - g. **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
 - h. **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/elation.htm\]](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.

<p>SIGNATURE: _____</p> <p>Name/Title of Authorized Signer: _____</p> <p>Dated this _____ day of _____ 20_____</p>
--


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 will also constitute the signature of this Certification.

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

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.

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the Exceptions and Clarifications section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

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.
- 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, (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. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the Exceptions and Clarifications section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

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.

- A. Bidder and all key personnel must have been regularly and continuously engaged in the business of providing evidence-informed, culturally and linguistically relevant, and community-led violence prevention/intervention programming for at least two (2) consecutive years, which must be clearly stated and evidenced in the bid response.
- B. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

Maximum Length: 2 pages

ADDITIONAL PROGRAM REQUIREMENTS

All the specific documentation listed below is 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 (i.e. Letter of Transmittal, Relevant Experience, etc.).

- 1. **Letter of Transmittal (Up to 2 pages):** Bid responses will describe the Bid agency’s structure and methodology in delivering direct services and history including capabilities and approach in providing hospital-based violence intervention services. Provide a brief synopsis of the highlights and overall benefits of the Proposal to the County and explain any special resources, procedures, or approaches that make services of the Bidder particularly advantageous to the distinct area of focus. The letter must summarize how the Bidder meets minimum and specific requirements, including years of experience. The letter should not exceed two (2) pages in length and should be easily understandable.
- 2. **Relevant Experience (2 pages):** Bidder(s) should describe any previous experience providing hospital-based violence intervention services to priority populations lifted-up in the RFP throughout Alameda County. Bidder should highlight evidence of improved outcomes for the priority population(s) served, such as through supportive interventions.
- 3. **Deliverables and Reports (1-2 pages):** Bidder(s) must submit performance measures (as described in Section F. Deliverables/Reports) 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 will briefly describe the methods of data collection.
- 4. **Recruitment and Partnership (1-2 pages):** Bidder(s) must describe their recruitment strategy to employ Violence Prevention Professionals, Community Health/Outreach Workers, and/or Trusted Messengers. This section should describe how this recruitment plan supports existing effort to retain essential staff, and where applicable, how partnership and coordination with existing programs and resources within the community aids program service implementation.
- 5. **Collaboration with Alameda County (1-2 pages):** Bidder(s) will be required to participate in meetings with ACPHD. In this section, Bidder(s) will share their experience participating in County collaboratives and how their partnership with Alameda County supports their interest and commitment to the community.

BID/BUDGET FORM(S)

Instructions: Bidder must use the Bid/Budget Form(s) provided.

COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED BID/BUDGET FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.

Bid proposals that do not comply may be rejected.

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

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

Bid pricing on all line items is required. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

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

BUDGET FORM	
Please fill in the complete table below and provide totals, subtotals, and grand totals where indicated. All Bidders are expected to complete FY24-FY25 (9 Months), FY25-FY26 (Year 2), & FY26-FY27 (Year 3) Budgets.	
Organization Name:	
Contract Period:	

I. DIRECT COSTS						
A. PERSONNEL						
Lead Agency Positions	Annual Salary	% FTE on Project	FY24-FY25 (9 Months)	FY25-FY26 (Year 2)	FY26-FY27 (Year 3)	Total
			\$.	\$.	\$.	\$.
			\$.	\$.	\$.	\$.
			\$.	\$.	\$.	\$.
			\$.	\$.	\$.	\$.
			\$.	\$.	\$.	\$.

Subtotals			\$.	\$.	\$.	\$.
Fringe Benefits & Rate	Rate:	%	\$.	\$.	\$.	\$.
SUBTOTAL			\$.	\$.	\$.	\$.
B. OTHER DIRECT COSTS						
Duplicating/Copying			\$.	\$.	\$.	\$.
Equipment/Computer Upgrades			\$.	\$.	\$.	\$.
Office Rent			\$.	\$.	\$.	\$.
General Office Supplies/Software			\$.	\$.	\$.	\$.
Program Materials and Supplies			\$.	\$.	\$.	\$.
Telephone/Internet/Communications			\$.	\$.	\$.	\$.
Travel/Transportation			\$.	\$.	\$.	\$.
Other: (e.g., stipend, flexible funds/client incentives)			\$.	\$.	\$.	\$.
Other: (e.g., stipend, flexible funds/client incentives)			\$.	\$.	\$.	\$.
SUBTOTAL			\$.	\$.	\$.	\$.
C. SUBGRANTEES, if applicable						
			\$.	\$.	\$.	\$.
			\$.	\$.	\$.	\$.
			\$.	\$.	\$.	\$.
SUBTOTAL			\$.	\$.	\$.	\$.
GRAND TOTAL (DIRECT COSTS)			\$.	\$.	\$.	\$.

1 – SUBGRANTEE BUDGET	
Subgrantee Name:	

I. DIRECT COSTS						
A. PERSONNEL						
Agency Positions	Annual Salary	% FTE on Project	FY24-FY25 (9 Months)	FY25-FY26 (Year 2)	FY26-FY27 (Year 3)	Total
			\$.	\$.	\$.	\$.

			\$.	\$.	\$.	\$.
			\$.	\$.	\$.	\$.
			\$.	\$.	\$.	\$.
Subtotals			\$.	\$.	\$.	\$.
Fringe Benefits & Rate	Rate:	%	\$.	\$.	\$.	\$.
SUBTOTAL			\$.	\$.	\$.	\$.
B. OTHER DIRECT COSTS						
Duplicating/Copying			\$.	\$.	\$.	\$.
Equipment/Computer Upgrades			\$.	\$.	\$.	\$.
Office Rent			\$.	\$.	\$.	\$.
General Office Supplies/Software			\$.	\$.	\$.	\$.
Program Materials and Supplies			\$.	\$.	\$.	\$.
Telephone/Internet/Communications			\$.	\$.	\$.	\$.
Travel/Transportation			\$.	\$.	\$.	\$.
Other: (e.g., stipend, flexible funds/client incentives)			\$.	\$.	\$.	\$.
Other: (e.g., stipend, flexible funds/client incentives)			\$.	\$.	\$.	\$.
SUBTOTAL			\$.	\$.	\$.	\$.
GRAND TOTAL (DIRECT COSTS)			\$.	\$.	\$.	\$.

BUDGET DETAIL AND COST 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*.

In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes unless the County, in its sole discretion, determines the extension to be more favorable.

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. Names of Key Personnel must be included in the narrative; however, they may also be identified in the budget, or identification may be made by position title or program.
 - b. The estimated number of hours for each individual/position, corresponding hourly rates, and extended costs.

Maximum Length: 2 pages

TABLE OF KEY PERSONNEL

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

To appropriately evaluate Bidder's qualifications, the table should 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.
3. The person's role in connection with the RFP and any awarded contract.
4. Educational background.

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).

<u>Bidder Key Personnel</u>	<u>Job Title/Role/Years</u>	<u>Work Phone</u>	<u>Email Address</u>
<u>Subcontractor/Collaborator Key Personnel (if applicable)</u>	<u>Job Title/Role/Years</u>	<u>Work Phone</u>	<u>Email Address</u>

Maximum Length: 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 that the Bidder will provide in response to the RFP. The Bidder must address how they will meet or exceed each requirement listed in Section E (Specific Requirements).

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: 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.

Please use the table below as a template for identifying and quantifying deliverables, outcomes, and performance measure projections.

Project Goal or Strategy:			
Activity/Task	<i>Responsible</i>	Timeline	Measurable Outcome
Project Goal or Strategy:			
Activity/Task	<i>Responsible</i>	Timeline	Measurable Outcome

Maximum Length: Up to 2 pages

REFERENCES

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

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

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five 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. ACPHD-OVP-1017
Hospital-Based Violence Intervention

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:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 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 during the entire term of the Agreement and until 3 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. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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 a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 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. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 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: <ul style="list-style-type: none"> – 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: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

EXHIBIT B
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

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.

- A. *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.
- B. *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: _____