



# COUNTY OF ALAMEDA

## INFORMAL REQUEST FOR PROPOSAL No. ACPHD-MPCAH-1015

for

### Infant Development Specialist

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

Thank you for your interest!

Contact Person: Nancy Ceja

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

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

**RESPONSE DUE**

by

**2:00 p.m.**

on

**February 20, 2024**

through

**Alameda County Public Health Department (ACPHD) - Procurements, Grants &  
Contracts Unit**

[PHDprocurements@acgov.org](mailto:PHDprocurements@acgov.org)



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# CALENDAR OF EVENTS

## INFORMAL REQUEST FOR PROPOSAL No. ACPHD-MPCAH-1015 INFANT DEVELOPMENT SPECIALIST

EVENT	DATE/LOCATION
Request Issued	January 22, 2024
Bidder Questions Due	January 29, 2024 by 5:00 p.m.
Question & Answers Release	February 8, 2024
Addendum Issued [only if necessary to amend IRFP]	February 8, 2024
Response Due and Submitted through ACPHD – Procurements Unit <a href="mailto:PHDProcurements@acgov.org">PHDProcurements@acgov.org</a>	Tuesday, February 20, 2024 by 2:00 p.m.
Evaluation Period	February 20, 2024 – April 5, 2024
Optional Vendor Interviews	Week of April 1, 2024
Notice of Intent to Award Issued	April 8, 2024
Board Consideration Award Date	May 2024
Contract Start Date	June 2024

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

# COUNTY OF ALAMEDA

INFORMAL REQUEST FOR PROPOSAL No. ACPHD-MPCAH-1015  
SPECIFICATIONS, TERMS & CONDITIONS  
for  
INFANT DEVELOPMENT SPECIALIST

## TABLE OF CONTENTS

	Page
<b>CALENDAR OF EVENTS .....</b>	<b>2</b>
<b>I. STATEMENT OF WORK .....</b>	<b>4</b>
A. INTENT .....	4
B. SCOPE .....	4
C. BACKGROUND .....	6
D. BIDDER QUALIFICATIONS .....	8
E. SPECIFIC REQUIREMENTS .....	9
F. DELIVERABLES / REPORTS .....	11
<b>II. COUNTY PROCEDURES, TERMS, AND CONDITIONS .....</b>	<b>12</b>
G. EVALUATION CRITERIA / SELECTION COMMITTEE .....	12
H. CONTRACT EVALUATION AND ASSESSMENT .....	17
I. NOTICE OF INTENT TO AWARD .....	17
J. TERM / TERMINATION / RENEWAL .....	18
K. QUANTITIES .....	18
L. PRICING .....	18
M. AWARD .....	19
N. METHOD OF ORDERING .....	21
O. INVOICING .....	22
P. ACCOUNT MANAGER / SUPPORT STAFF .....	22
<b>III. INSTRUCTIONS TO BIDDERS .....</b>	<b>23</b>
Q. COUNTY CONTACTS .....	23
R. SUBMITTAL OF PROPOSALS .....	24

## ATTACHMENTS

EXHIBIT A **BID RESPONSE PACKET**

EXHIBIT B **HIPAA BUSINESS ASSOCIATE AGREEMENT**

## I. STATEMENT OF WORK

### A. INTENT

It is the intent of these specifications, terms, and conditions to describe the services requested by Alameda County Health Care Services Agency, Public Health Department, Maternal, Paternal, Child and Adolescent Health Unit (hereafter, ACPHD or the County). ACPHD is seeking a part time (approximately 25 hours/month) Infant Development Specialist Consultant to provide in home relationship-based, family-centered developmental interventions.

The County intends to award a two-year contract to the Bidder selected as the most responsible whose response conforms to the IRFP and meets the County's requirements.

At this time, ACPHD has allocated \$100,000. The total contract awarded cannot exceed \$100,000 during the two-year term.

### B. SCOPE

Alameda County's Maternal, Paternal, Child, Adolescent Health's (MPCAH) unit seeks to contract an Infant Development Specialist Consultant to provide direct client services in the home and/or at community-based locations to children 0-3 years with, or at high risk for, developmental disabilities. The selected bidder shall provide any needed developmental screenings and assessments as required by the program, and relationship based, family centered developmental interventions for the priority population.

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

The following themes are at the foundation of the Home Visiting System of Care:

- **Strengthening Families:** A focus on identifying and building upon strengths and assets through every interaction we have with families and communities.
- **A Life Course Perspective:** Emerging research documents the important role early life events play in shaping an individual's health trajectory, as well as the interplay of risk and protective factors – such as socioeconomic status, toxic environmental

exposures, health behaviors, stress, and nutrition – which influence health throughout one’s lifetime.

- Trauma Informed Care: An understanding of how past experiences affect an individual’s current health and wellbeing. Trauma-informed practice acknowledges the power of past experiences as a way to make progress toward recovery and takes a collaborative approach, where healing is led by the client and supported by the service provider.

Special Start is an MPCA Home Visiting program designed to support high-risk families caring for a premature or medically fragile baby. Given limited staff, the program selects for the most medically complicated NICU babies and those at high social risk. Infants born prematurely, those with very low birth weight or medical complications and their families, face many challenges during the time of hospitalization, through the transition process from hospital to home, and once living at home. Medical and developmental challenges can vary, ranging from feeding and growing difficulties to dependency on feeding tubes or oxygen, to neurodevelopmental difficulties. Poverty and other forms of environmental stress intensify the difficulty of caring for premature infants at home.

Preterm birth, NICU hospitalization and follow-up medical care are major stressors for parents. Many parents are frightened to take their child home from the NICU, as they grapple with the traumatic impact of their child’s medical fragility and the complexity of safely, effectively caring for their child at home.

Family disruption and financial stress during the hospitalization of a NICU baby is common, and families of preterm infants are at increased risk of separation, divorce, abuse and neglect. The incidence of stress, anxiety, depression and grief among mothers of preterm and very low birthweight infants has been repeatedly documented and places these children at higher risk for maltreatment and compromised outcomes.

The challenges of caring for a premature baby when that baby returns home can be further complicated when parents have their own traumatic histories, whether due to exposure to violence, the impact of migration, racism, or intergenerational poverty. Experiences of institutional, interpersonal and societal racism, and their likely impact on health and well-being, do not end with the baby’s birth; families continue to grapple with the myriad effects. Poverty can place further strains on parenting a premature baby, and is associated with poorer outcomes for preterm and low birth weight infants. Early intervention to tip the balance of risk and protective factors is designed to help these infants reach their full potential.

The infants and children enrolled in the Special Start program may face risk for a myriad of developmental problems or delays due to prematurity, medical conditions, and social factors. Successful identification and early intervention of developmental needs is critical in minimizing the long-term effects of any deficits. In the Special Start program, child

development is supported through developmental screening provided by case managers. It is also supported via linkage to early intervention services such as those provided through the Regional Center and California Children’s Services. Case managers not only refer but help to coordinate access to developmental services. However, these case managers are not experts in child development. They can only use validated screening tools to evaluate these high-risk infants and children, and they refer to local service agencies when the screenings identify a potential developmental delay. What is missing is a specialist in child development who can assess and identify developmental issues and appropriately guide the family. Such an expert would allow for timely and accurate identification of delays, would allow for more robust family support and education, and would allow for any developmental concerns to be effectively managed by an a professional well-versed in child development.

C. BACKGROUND

**Family Health Services (FHS)**

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

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

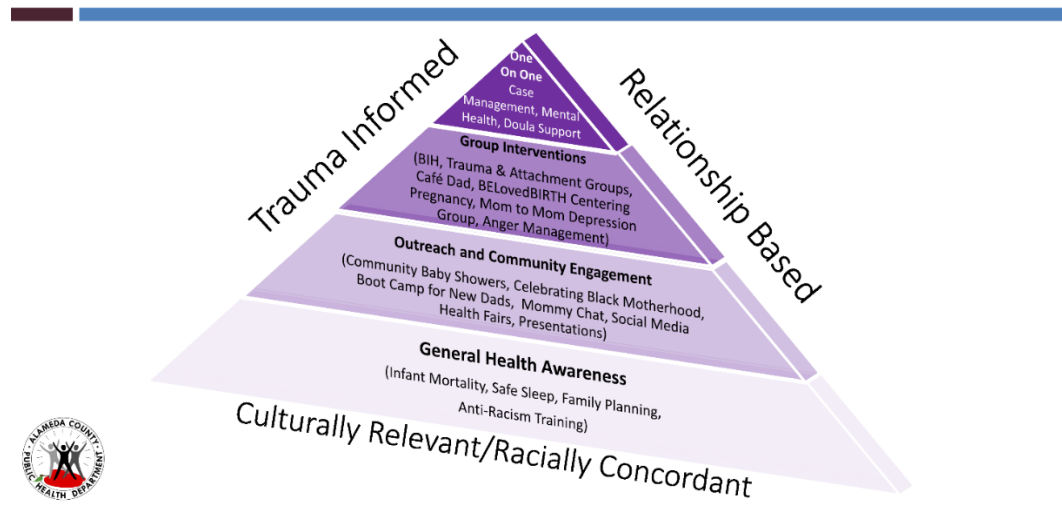
MPCAH, also known as the Starting Out Strong system of care, provides support services, preventions services, health education and information, and advocacy for Alameda County’s residents who are pregnant, have experienced a pregnancy loss, and/or families with infants and young children (ages 0-5 years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

MPCAH’s 13 programs work together, including community partners, to ensure that pregnant people, mothers, fathers, caregivers and families with young children achieve optimal health and well-being through the provision of client-centered, culturally responsive, strengths-based services and supports. MPCAH programs are committed to providing program participants with access to comprehensive and quality health care

focused on early intervention and prevention services throughout the county. The goal is to reduce health disparities, and protect and improve the health of pregnant people, children, fathers/father-figures, and families residing in Alameda County. Maternal and infant mortality disparities drive interventions, programs, and our collective work, specifically in the Black community and other populations such as parents of medically fragile babies, and first-time mothers.

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

## MPCAH and Starting Out Strong Menu of Supports



### Special Start Program

The Special Start program was founded in 1999 with the goal of supporting families at high social risk as their babies transition out of the neonatal intensive care unit (NICU). Services are provided through intensive home visiting to families. Services typically begin at the time of discharge and can continue for up to 3 years. Health, developmental, and psychosocial support is provided to all families enrolled in the program. The program prioritizes a flexible, family-driven approach highly dependent on the formation of a strong relationship between caregivers and an empathetic, highly trained home visitor. The ultimate goal of the Special Start program is an optimally healthy child developing in a strong and healthy family. The Special Start program recognizes that children grow and develop in a context. We believe that infants cannot thrive without attending to the family’s needs and more broadly the needs of the community of which the child is a member. Basic needs such as housing, food and physical safety must be addressed as well as the psychosocial health of the caregivers including experiences related to the birth,

neonatal period, and early years of raising a prematurely born baby. The impact of poverty, racism, and the threat of deportation must be acknowledged and must inform practice.

The Special Start program is based on six central tenets that drive interaction with families. They are:

1. the central importance of a relationship-based approach and its attention to parallel process: a respectful, nurturing relationship between families and case managers is an intervention in itself, and parallels the aimed-for quality of relationships between babies and parents/caregivers;
2. the flexible, family-driven approach to service delivery, in which case managers both anticipate and creatively respond to needs;
3. a trauma-informed program model that sees the experience of having a premature and/or medically fragile baby as potentially traumatic, the life circumstances of many families as stressful and traumatizing, and understanding the myriad ways trauma can affect daily life.
4. the belief that race, place & class matter, such that case managers not only value and respect the family culture and delivers services accordingly, but openly acknowledge that the oppressions of race and class exist, and need to be taken into account when working with families.
5. the multidisciplinary nature of the Special Start program that allows for a team approach to services, tailored to the needs of each baby and family;
6. the recognition of needs that are “beyond baby”; working toward the security, stability and well-being of the entire family.

D. BIDDER QUALIFICATIONS

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

1. Bidder must have a Master’s degree in a relevant field (Physical Therapy, Occupational Therapy, Speech Language Pathologist, Early Childhood Special Education, Childhood Development, Infant Parent Mental Health, Nursing, Child Life, Psychology, Social work and others);
2. Bidder must have a minimum of 3 years of experience working with patient populations, ages 0-3 years old, which must be clearly stated or demonstrated in the bid response using date ranges.

OR



1. Bidder must have at minimum the equivalent to Associate of Arts/Sciences Degree in Child Development, Education, Psychology, Social & Behavioral Sciences, Health Sciences or related fields;
2. Bidder must have a minimum 5 years of experience working with patient population ages 0-3 years old in a hospital, early education setting, or Early/Head Start Program, which must be clearly stated or demonstrated in the bid response using date ranges;
3. Bidder must have at least 2 minor certifications, including trainings related to diversity, equity, and inclusion, and at least 1 major certification.

Major Certifications include:

NIDCAP (Neonatal Individualized Development Care & Assessment Program)  
 NBAS (Neonatal Behavioral Assessment Scale)  
 DIR (Developmental Individual Difference Relationship-Based Model)  
 Fussy Baby Level 2 Certification  
 APIB (Assessment of Preterm Infant Behavior)  
 NDT (Neuro Development Treatment)  
 NAPI (Neurobehavioral Assessment of the Preterm Infant)  
 General Movements Assessment  
 Harris Infant Mental Health Training  
 Teaching Credential  
 Infant Toddler Development Assessment

Minor certifications include but are not limited to:

Fussy Baby Level 1  
 Infant Massage  
 Sequential Oral Sensory Approach to Feeding  
 Test of Infant Motor Performance Scales  
 NCAST (Nursing Child Assessment Satellite Training)  
 ADOS (Autism Diagnostic Observation Schedule)

Bidder must also possess all permits, licenses, and professional credentials necessary to perform services specified under this IRFP. Unless noted otherwise in the IRFP, 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

As the Infant Development Specialist Consultant, the Contractor must provide home support to formally assess the high risk needs of developmentally and mentally at-risk

children ages 0-3 years, and maintain a caseload of families to provide assessment, support, education and developmental guidance. Services must also include screening, referrals, and linkages to community providers. Contractor must serve families in Alameda County.

Overall objectives: engaging families with young children receiving services, improving health outcomes for children, work directly with infants and their families, offering supportive strategies to cultivate strong intrafamilial social-emotional bond, educate parents and caregivers on relevant infant and child development principles and promote active involvement in their child's care.

1. Contractor must create and document treatment plan for clients demonstrating developmental delay or risk for developmental delay.
  - a. Minimum of 30 cases per year for documented intervention plan, education, and follow-up
2. Contractor must provide support, education, and developmental guidance to the families of children served.
3. Contractor must provide linguistically appropriate services or utilize ACPHD's language line.
4. Contractor must maintain a caseload of specialized families who demonstrate developmental need.
5. Contractor must serve as a skilled resource specialist in professional discipline for vulnerable high risk pediatric clients, their families, and providers; provides professional individual and group consultation to case managers and other multidisciplinary team members.
6. Contractor must plan and provide home based developmental intervention services to a caseload of young children and their families in the home and at community-based locations.
7. Contractor must coordinate with other community service providers on behalf of the needs of the children and families on their caseload. Must serve as an advocate for families and children's services to enhance positive health outcomes for children in health and social systems; assist clients in connecting with essential health systems; act as liaison between various programs serving at-risk children and families.
8. Contractor must administer any needed developmental screenings and assessments as required by the program.
  - a. Minimum of 30 cases per year for assessments

9. Contractor must refer eligible children for developmental services as needed – e.g., Regional Center, California Children’s Services (CCS), etc.
  - a. Contractor must refer a minimum of 10 cases per year.
10. Contractor must assist 100% of children/families served with transition planning to services once program services end.
11. Contractor must document client activities as required by program, including evaluation of developmental progress and attainment of program goals.
12. Contractor must participate as part of a multidisciplinary team attending required meetings and monthly check-ins.
13. Contractor must assist team members to develop, expand, and adapt social, emotional, and professional skills in development of effective long-term relationships with infants, caregivers and other family member through shared home visits and consultation services.
14. Contractor must support team members in developing assessment, prevention, and intervention skills for target population; train team members to recognize and refer family members with significant developmental concerns to various specialized programs.
15. Contractor must maintain effective working relationships with clients, their families, departmental staff, outside agencies and the general public.
16. Contractor must provide at least 1 in-service training on developmental topic to team per year.
17. Contractor must serve as a consultant to nurse case managers in Special Start.
18. Contractor must complete required trainings to total 6 hours: ECChange database training, MPCAHA Orientation, Special Start Standards and Overview.
19. Contractor is required to attend one monthly Special Start team case conference meeting (1 hour in duration). The contractor is invited, but not required, to attend weekly team meetings and monthly MPCAHA All-Staff meetings.

F. DELIVERABLES / REPORTS

1. Contractor must collect and compile data as required by program.

2. Contractor must chart encounters, assessments, plans and referrals in ACPHD electronic record system (ECChange)
  - a. Must be documented within 5 days of the encounter.
3. Contractor must create and document a treatment plan for a minimum of 30 cases per year for documented intervention plan, education, and follow-up.
4. Contractor must administer a minimum of 30 developmental screenings and assessments per year.
5. Contractor must refer a minimum of 10 eligible children for developmental services per year.
6. Contractor must assist 100% of eligible children/families served with transition planning to services once program services end.
7. Contractor must provide at least 1 in-service training on developmental topic to team per year.

## II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

### G. 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 Evaluators.** All proposals that have passed the initial Evaluation Criteria will be evaluated by County Evaluator(s). The Evaluator(s) 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 Evaluators will score the proposals according to the Evaluation Criteria set forth in this IRFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the Evaluators.
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 IRFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal

and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.

6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process.** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references and optional vendor interview. The Bidders receiving the highest preliminary scores and with at least 300 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The Evaluators 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 Evaluators 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 525 points, including the possible 25 points for local and small or local and emerging preference points (maximum 5% of the final score derived from 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.
  - a. *With Vendor Interview.* In procurements where there are vendor interviews, the Evaluators 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 Procurement Grants and Contracts Unit only. Bidders must neither contact nor lobby evaluators during the evaluation process. Attempts by Bidders to contact and/or influence Evaluators may result in disqualification of Bidders.
12. **Determining Award.** As a result of this IRFP, the County intends to award a contract to the highest-ranked responsible Bidder, as determined by the combined weight of the Evaluation Criteria, whose response conforms to the IRFP 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 IRFP specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per IRFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable and likely to achieves all objectives in a reasonable fashion per IRFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by Evaluators.
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 IRFP 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 IRFP specifications.

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

	Evaluation Criteria	Weight
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A.	<p><b>Completeness of Response:</b></p> <p>Responses to this IRFP must be complete. Responses must address all the requirements identified within this IRFP 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><b>Debarment and Suspension:</b></p> <p>Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at <a href="http://www.sam.gov/SAM">www.sam.gov/SAM</a>.</p>	Pass/Fail
B.	<p><b>Cost:</b></p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost.</p> <p>Cost evaluation points may be adjusted by considering:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?).</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided? Is the price affordable to the County, including if costs exceed any budget contained in the IRFP? ).</li> </ol>	15 Points
C.	<p><b>Description of Proposed Services:</b></p> <p>Proposals will be evaluated considering the IRFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the description of proposed services depict a logical approach to fulfilling the requirements of the IRFP?</li> <li>2. Does the description of proposed services match and contribute to achieving the objectives set out in the IRFP?</li> <li>3. Has the Bidder addressed culturally appropriate services; including accommodations for language and/or cultural differences?</li> </ol>	20 Points
D.	<p><b>Relevant Experience:</b></p> <p>Proposals will be evaluated, including considering the IRFP specifications and the questions below:</p>	30 Points

	<ol style="list-style-type: none"> <li>1. How much experience does the Bidder have with similar projects?</li> <li>2. How extensive is the applicable education and experience of the Bidder designated to work on the project?</li> </ol>	
E.	<b>References (See Exhibit A – Bid Response Packet)</b>	10 Points
F.	<p><b>Understanding of the Project:</b></p> <p>Proposals will be evaluated considering the IRFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Has/How well has the Bidder demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the Bidder identified pertinent issues and potential problems related to the project?</li> <li>3. Has/How well has the Bidder demonstrated that it understands the deliverables the County expects it to provide?</li> </ol>	10 Points
G.	<p><b>Budget Justification and Budget Form</b></p> <p>Proposals will be evaluated against the IRFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. How well does the Bidder’s cost capture all activities needed to meet the services requested?</li> <li>2. How well does the Budget Justification detail how Bidder arrived at particular calculations?</li> <li>3. Is the proposed cost appropriate to the nature of the services to be provided?</li> <li>4. How clear, realistic, and reasonable are costs in relation to the services provided and the number of clients to be served?</li> </ol>	15 Points
H.	<p><b>Vendor Interview</b></p> <p>Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the Evaluators 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



<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>	
<p><b>Small and Local or Emerging and Local Preference:</b> Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s <u>final score</u> for purposes of award evaluation.</p>	5%

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

I. NOTICE OF INTENT TO AWARD

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

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

- a. The name(s) of the Bidder(s) being recommended for contract award; and

- b. The names of all other parties that submitted proposals.
2. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

J. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this IRFP, will be two (2) years.
2. The County has and reserves the right to suspend, terminate or abandon the execution of any work 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, 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.

K. QUANTITIES

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

L. 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 IRFP.
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.

M. 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): 621610 Home Health Care Services, 624190, Other Individual and Family Services; 624110, Child and Youth Services .
  - d. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
  - e. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
  - f. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.
3. County Rights
- a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this IRFP, 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/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKvIV19tLO6-yA?e=YwGjFP)  
[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKvIV19tLO6-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 IRFP and the bid proposal(s).
  - d. The IRFP specifications, terms, conditions, Exhibits, IRFP 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 IRFP.

N. 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.

O. 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.

P. 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 IRFP and any contract which may arise pursuant to this IRFP.

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 IRFP. 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 ACPHD Family Health Services MPCAHA staff to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

### III. **INSTRUCTIONS TO BIDDERS**

#### Q. **COUNTY CONTACTS**

1. ACPHD – Administrative Services Division – Procurements, Grants & Contracts Unit is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through this department only. Any communication regarding this IRFP with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process will begin upon bid proposals due date and continue until a contract has been awarded.
3. Contact Information for this IRFP:  
  
Nancy Ceja, Program/Financial Specialist  
ACPHD – Procurements, Grants & Contracts Unit 1100 San Leandro Blvd., Suite 120 San Leandro, CA 94577  
Email: [PHDprocurements@acgov.org](mailto: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 IRFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this IRFP. Go to **Alameda County Current Contracting Opportunities** [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view the posting for this IRFP and other current contracting opportunities. You may also go to Alameda County Public Health Department Current Contracting Opportunities [<https://acphd.org/contracting-opportunities/>] to view the posting for this RFP and other current contracting opportunities in Public Health.

R. SUBMITTAL OF PROPOSALS

1. Document Submittal

- a. All proposal documents (Exhibit A – Bid Response Packet) must be completed and successfully submitted by e-mail ([PHDProcurements@acgov.org](mailto:PHDProcurements@acgov.org)) to the Alameda County Public Health Department – Procurements Unit **BY 2:00 p.m. on the due date specified in the Calendar of Events**. The County strongly recommends e-mailing early; technical difficulties in submitting documents by e-mail will not extend the due date and time. No hardcopy or facsimile proposals will be considered.
- b. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file of 20MB or less.
- c. The submitted proposal must conform to and include 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.**
- d. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this IRFP may be subject to public disclosure. 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/).
- e. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
- f. Bidders **must** submit pricing on the County provided Bid/Budget Form template as provided in Exhibit A – Bid Response Packet.
- g. Bidders should ensure that responses are single spaced, 12-point Arial font, with 1-inch margins.

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 IRFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the IRFP 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. Successful submission of a document by e-mail after the bid response due date and time does not equal acceptance of the document by Alameda County.
2. The bid response must comply with all requirements contained in the IRFP. **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 response submission must conform to and include **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.**
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 be included with the Bid Response Packet as part of the Bidder's proposal.
  - 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. Each page of the Bid Response Packet must be submitted to **PHDProcurements@acgov.org** via e-mail as part of a PDF attachment with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidder are to be submitted with such pages or items clearly marked "N/A" or the bid response may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid response may be disqualified.
7. Bidder must quote price(s) as specified in the IRFP, using the form(s) as amended or revised by any Addenda.

8. Any clarifications or exceptions to policies or specifications of this IRFP, 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 response packages are subject to disqualification and their bid responses rejected.**



# **COUNTY OF ALAMEDA**

## **EXHIBIT A**

### **BID RESPONSE PACKET**

**IRFP No. ACPHD-MPCAH-1015**  
**Infant Development Specialist**

## 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.

- 1. Table of Contents:** Bid responses must include a table of contents listing the individual sections of the proposal and their corresponding page numbers. Maximum Length: 1 page single spaced.
- 2. Bidder Information:** Review and complete.
- 3. Bidder Acceptance:** Review, complete and sign.
- 4. Debarment and Suspension Certification:** Review, complete and sign.
- 5. Small Local Emerging Business (SLEB) Information Sheet:** Review, complete and sign.
- 6. Bidder Minimum Qualifications:** Maximum Length: 2-pages single spaced.
- 7. Bid/Budget Form:** Maximum Length: None.
- 8. Budget Detail and/or Cost Narrative:** Maximum Length: 1-page single spaced.
- 9. Relevant Experience:** Maximum Length: 1-page single spaced Relevant Experience narrative and 2-page limit for resume or curriculum vitae.
- 10. Description of Proposed Services:** Maximum Length: 2-pages single spaced.
- 11. References:** Bidders are to provide a list of 3 references using the template provided.
- 12. Exceptions and Clarifications:** Bidder must use the Exceptions and Clarifications form to identify and list any and all exceptions and/or clarifications to the IRFP and associated Bid Documents and submit them with the bid proposal.
- 13. Insurance Requirements:** For review only; no submission required.
- 14. Exhibit B – HIPAA Business Associate Agreement\*:** For review only; no submission required.

\*Successful Bidder must meet all the requirements, agree to the terms in this exhibit, and must sign Exhibit B as part of the contract, if awarded.

## BIDDER INFORMATION

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

### Type of Entity / Organizational Structure (check one):

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

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

### Primary Contact Information:

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

## BIDDER ACCEPTANCE


1. The undersigned declares that the procurement bid documents, including, without limitation, the IRFP, 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 IRFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - a. **General Requirements**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]
  - b. **Debarment & Suspension Policy**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]
  - c. **Iran Contracting Act (ICA) of 2010**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]
  - d. **General Environmental Requirements**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]
  - e. **Alameda County SLEB Program Overview**  
[<http://acgov.org/auditor/sleb/overview.htm>]
  - f. **Alameda County SLEB Program Additional Information**  
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
  - g. **First Source**  
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
  - h. **Online Contract Compliance System**  
[<http://acgov.org/auditor/sleb/elation.htm>]
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this IRFP 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 IRFP 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. 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.
7. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
8. The undersigned acknowledges **ONE** of the following (please check only one box):
  - Bidder is a certified SLEB and is requesting 5% bid preference for contracts over \$25,000; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)).

**-OR-**

  - Bidder is not a certified SLEB and is ineligible for any bid preference.
9. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

**SIGNATURE:**  \_\_\_\_\_

Name/Title of Authorized Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_


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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of 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 must also constitute signature of this Certification.

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

## SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

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

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 response submittal for SLEB primes and SLEB subcontractor(s).

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

## SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this IRFP, 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:  \_\_\_\_\_ Date: \_\_\_\_\_

**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.

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

1. Bidder must have a Master's degree in a relevant field (Physical Therapy, Occupational Therapy, Speech Language Pathology, Early Childhood Special Education, Childhood development, Infant Parent Mental Health, Nursing, Child Life, Psychology, Social work and others);
2. Bidder must have a minimum of 3 years of experience working with patient populations, ages 0-3 years old, which must be clearly stated or demonstrated in the bid response using date ranges.

OR

1. Bidder must have at minimum the equivalent to Associate of Arts/Sciences Degree in Child Development, Education, Psychology, Social & Behavioral Sciences, Health Sciences or related fields;
2. Bidder must have a minimum 5 years of experience working with patient population ages 0-3 years old in a hospital, clinic, early education setting, or Early/Head Start Program, which must be clearly stated or demonstrated in the bid response using date ranges;
3. Bidder must have at least 2 minor certifications, including trainings related to diversity, equity, and inclusion, and at least 1 major certification.

Major Certifications include:

NIDCAP (Neonatal Individualized Development Care & Assessment Program)

NBAS (Neonatal Behavioral Assessment Scale)

DIR (Developmental Individual Difference Relationship-Based Model)

Fussy Baby Level 2 Certification

APIB (Assessment of Preterm Infant Behavior)

NDT (Neuro Development Treatment)

NAPI (Neurobehavioral Assessment of the Preterm Infant)

General Movements Assessment

Harris Infant Mental Health Training

Teaching Credential

Infant Toddler Development Assessment

Minor certifications include but are not limited to:

Fussy Baby Level 1

Infant Massage

Sequential Oral Sensory Approach to Feeding

Test of Infant Motor Performance Scales

NCAST (Nursing Child Assessment Satellite Training)

ADOS (Autism Diagnostic Observation Schedule)

**Maximum Length: 2 pages single spaced.**

## BID/BUDGET FORM

**Instructions:** Bidder must use the **Budget Form** provided below.

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

Bidder must provide a Budget Form for the total cost of a 24-month period not to exceed \$100,000.

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 IRFP.

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

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

Consultant	Hourly Rate	Estimated Hours per Month	Total Cost
		25	
<b>Total Proposed Budget</b>			

**Maximum Length: None.**

## BUDGET DETAIL AND/OR COST NARRATIVE

**Instructions:** Bidder must provide a **Budget Detail**.

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

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 cost of the Consultant to perform the services.
  - a. The corresponding hourly rates.

**Maximum Length: 1-page single spaced**



## RELEVANT EXPERIENCE

**Instructions:** Bidder is to provide a description of **Relevant Experience** which includes relevant experience associated with providing services to the County.

To appropriately evaluate Bidder's qualifications, this section should include the following information:

1. The total number of years of experience providing similar services.
2. Experience documenting patient encounters using an electronic medical record system.
3. Educational background; and
4. Related experience on similar projects, certifications, and merits.

In addition to the Relevant Experience narrative, Bidder must submit a complete résumé or curriculum vitae, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information.)

**Maximum Length: 1-page single spaced Relevant Experience narrative and a 2-page limit for résumé or curriculum vitae.**

## DESCRIPTION OF PROPOSED SERVICES

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

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

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

1. Describe how Bidder will meet the program's desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how Bidder will be responsible for achieving them.
2. Describe how Bidder will provide culturally responsive and linguistically appropriate services to reach the priority populations.
3. Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the IRFP.
4. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications **MUST** be identified on the Exceptions and Clarification form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**

**Maximum Length: 2 pages single spaced.**

## REFERENCES

**Instructions:** On the following page is the template that Bidders are to use for providing references. Bidders are to provide a list of 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 one of the references or have done so within the last three 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**

**IRFP No. ACPHD-MPCAH-1015**

**Infant Development Specialist**

**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:	



## **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 IRFP.

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 IRFP:

**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:

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

**E**    **Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** 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 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:
  - 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**

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45

C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

## **VII. TERMINATION**

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

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

## **VIII. MISCELLANEOUS**

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which

compliance is required.

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

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

**Name:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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