



ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
PUBLIC HEALTH DEPARTMENT

Colleen Chawla, Agency Director
Kimi Watkins-Tartt, Director

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. ACPHD-CM&P-1010

for

Community/Public Health Dept. Services - Nurse Registries

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

Thank you for your interest!

Contact Person: Carmen Smeester

Phone Number: (510) 268-7665

Email Address: PHDprocurements@acgov.org

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

RESPONSE DUE

by

2:00 p.m.

on

Wednesday - November 29, 2023

through

Alameda County Public Health Department

Procurements, Grants & Contracts Unit

PHDprocurements@acgov.org



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CALENDAR OF EVENTS

**REQUEST FOR PROPOSAL No. ACPHD-CM&P-1010
COMMUNITY/PUBLIC HEALTH DEPARTMENT SERVICES – NURSE REGISTRIES**

EVENT	DATE/LOCATION
Request Issued	Tuesday, September 26, 2023
Bidders Conference No. 1	<p>Tuesday, October 10, 2023 at 10:00 a.m.</p> <p style="text-align: center;">Join Zoom Meeting https://us06web.zoom.us/j/87299842680?pwd=e4sPSGbOIHMruCBTC1GI636pDGft7b.1 Meeting ID: 872 9984 2680 Passcode: 810208</p> <p style="text-align: center;">---</p> <p style="text-align: center;">Or call in (audio only) USA 404 443 6397 US Toll USA 877 336 1831 US Toll-free Phone Conference ID: 908401</p>
Bidders Conference No. 2	<p>Wednesday, October 11, 2023 at 2:00 p.m.</p> <p style="text-align: center;">Join Zoom Meeting https://us06web.zoom.us/j/85255236456?pwd=pxAqjzJM8Tn1gyOnYu8xZiwtkhEttg.1 Meeting ID: 852 5523 6456 Passcode: 174188</p> <p style="text-align: center;">---</p> <p style="text-align: center;">Or call in (audio only) USA 404 443 6397 US Toll USA 877 336 1831 US Toll-free Phone Conference ID: 908401</p>
Written Questions Due via Email: PHDprocurements@acgov.org	Thursday, October 12, 2023 by 5:00 p.m.
List of Attendees	Friday, October 13, 2023
Questions & Answers Issued	Monday, October 23, 2023
Addendum Issued [only if necessary to amend RFP]	N/A
Response Due and Submitted to: Alameda County, Public Health Department, 1100 San Leandro Blvd., 1 st Floor Lobby San Leandro, CA 94577	Wednesday, November 29, 2023 by 2:00 p.m.

Evaluation Period	Wednesday, November 29, 2023 – Tuesday, January 9, 2024
Optional Vendor Interviews	Week of Tuesday, January 2, 2024
Notice of Intent to Award Issued	Tuesday, January 9, 2024
Board Consideration Award Date	February 2024
Contract Start Date	March 24, 2024

NOTE: All dates are tentative and subject to change.

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL No. ACPHD-CM&P-1010
SPECIFICATIONS, TERMS & CONDITIONS
for
COMMUNITY/PUBLIC HEALTH DEPARTMENT SERVICES – NURSE REGISTRIES

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I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe nurse registry services requested by Alameda County Public Health Department (ACPHD).

The County intends to award one or more three-year contract(s) (with the option to renew for up to an additional two years) to the pool of Bidders selected as the most responsible Bidders whose response conforms to the RFP and meets the County's requirements.

B. SCOPE

ACPHD is seeking proposals from the pool of nurse registries to meet immediate nurse staffing needs during disease outbreaks, emergency response measures, mass vaccination efforts and/or to address staffing gaps.

C. BACKGROUND

The mission of the ACPHD is to work in partnership with the community to ensure the optimal health and well-being of all people through a dynamic and responsive process respecting the diversity of the community and challenging us to provide for present and future generations.

The mission of the Division of Communicable Disease Control and Prevention (DCDCP) is to work in partnership with the community to promote health and quality of life and to protect the public from the spread of communicable diseases and the health impact of emergencies.

The mission of ACPHD Nursing Division is to provide public health nursing care through community outreach, home visiting, care coordination and advocacy to address individual and community health needs, promote healthy living, eliminate health disparities, improve health outcomes, and ensure optimal quality of life for all Alameda County residents.

D. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications

- a. Bidder must be regularly and continuously engaged in the business of providing nurse staffing services for at least five (5) years. Bidder's experience will be verified through the references provided by the Bidders in Exhibit A.

- b. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP.

E. SPECIFIC REQUIREMENTS

1. General Responsibilities

With training, and under the supervision of ACPHD public health nurses, managers, or other designated parties, responsibilities may include, but are not limited to:

- a. Review and triage communicable disease reports.
- b. Review public health testing requests to determine eligibility and types of test(s) indicated.
- c. Investigate cases and their contacts to obtain clinical and risk factor information or perform contact investigation.
- d. Provide recommendations and/or education to individuals or groups regarding disease prevention and control measures. Recipients may include, but are not limited to individuals, county staff, community organizations, schools, health care providers, and health care facilities.
- e. Contact health care providers, health care facilities (including medical records) and laboratories to obtain clinical or exposure information for case and contact investigations. Interface with health care providers to coordinate and collaborate on therapeutic regimen.
- f. Assist clients to obtain post-exposure evaluation and prophylaxis from a medical provider.
- g. Collect clinical specimens or deliver post-exposure prophylaxis according to standardized procedures or physician's orders, frequently in non-clinical settings.
- h. Administer immunizations to individuals of all ages.
- i. Perform Directly Observed Therapy for Tuberculosis patients.
- j. Provide case management support for communicable disease control and prevention.
- k. Perform case or contact follow-up monitoring for clinical symptoms.
- l. Participate in public health emergency response activities.

- m. Complete required clinical documentation using a variety of electronic databases and reporting tools.
 - n. Provide initial and/or ongoing public health nursing assessments, of individuals and families throughout the County in the client's own home, school, office, or other community setting; develop plans of care, implement the plan of care and evaluate the effectiveness of the plan of care.
 - o. Complete charting based on nursing practice/operational standards.
 - p. Participate in staff meetings as appropriate to enhance communication and promote team building.
 - q. Participate in community meetings, forums, and/or focus groups for program planning and educating the public.
 - r. Assist the community in identifying their needs and in developing an implementation plan to meet those needs.
 - s. Promote utilization of preventative health services and positive health behaviors.
 - t. Participate in community outreach and health education activities.
 - u. Complete other duties as assigned.
2. Specific responsibilities are based on the requirements, duties, and activities of the following tiers of each nursing role:
- a. Tier 1 – Licensed Vocational Nurse (LVN)
 - b. Tier 2 – Registered Nurse (RN I, RN II, RN III)
 - c. Tier 3 – Registered Nurse (RN IV)
 - d. Tier 4 – Nurse Practitioner (NP)
 - e. These responsibilities may require a high level of knowledge in nursing, public health, maternal/child health, geriatrics, and community capacity building depending upon the tier placement and should include the following:
 - (1) Maintenance of an active and current license in the State of California and in good standing at all times [e.g., California Registered Nurse (RN), Licensed Vocational Nurse (LVN), Nurse

- Practitioner (NP), or other licensed provider]; maintenance of knowledge of laws concerning patient abuse and safety.
- (2) Graduation from an accredited LVN or nursing program.
 - (3) Photocopy of National Provider Identification (NPI).
 - (4) Photocopy of current provider state license with a clearly visible expiration date.
 - (5) Photocopy of current DEA license with a clearly visible expiration date for applicable providers.
 - (6) The ability to travel locally to multiple worksites or training locations in a workday.
 - (7) Proof of professional liability and general liability coverage with a minimum of \$1,000,000 per incident and \$3,000,000 aggregate. Licensed psychiatrists working with minors must provide proof of professional liability and general liability insurance coverage indicating a minimum of \$1,000,000 per incident and \$3,000,000 aggregate. In addition, proof of commercial general liability insurance indicating a minimum of \$1,000,000 per occurrence.
 - (8) Case management, contact investigations, client consultation/education, and screening.
 - (9) Substantial training required of at least 8 hours.
 - (10) Work schedules may be based upon program requirements.
 - (11) Alameda County serves Medi-Cal eligible individuals across the life span who are from various races, ethnicities, cultures, socioeconomic statuses, which include, but are not limited to unhoused, unsheltered, homeless, insured, uninsured, and underserved populations. Department programs where nurses are utilized may include program listed below, as well as any other newly developed programs not listed:
 - (a) Acute Communicable Disease;
 - (b) Adult Protective Services;
 - (c) Central Intake and Referral;
 - (d) Disaster/Outbreak Response;

- (e) Foster Care;
 - (f) Immunization Program;
 - (g) In-Home Supportive Services;
 - (h) Maternal, Paternal, Child and Adolescent Health;
 - (i) Nursing Education and Professional Development;
 - (j) Occupational Health and Safety Unit;
 - (k) Older Adults Programs; and
 - (l) Tuberculosis Control
3. Cancellation policy includes staffing requests made with less than 24 hours' notice will be charged for a minimum of two hours.
4. Staff must meet the required criteria:
- a. Possess a current, valid license in good standing to practice for the described nursing tiers (below) in the State of California.
 - b. Possess a current BLS/CPR certification.
 - c. Current and valid California Driver License.
 - d. Experience with entering data into electronic information systems, in using email, and completing forms in Microsoft Word.
 - e. Possess proof of pre-employment screening, including a TB skin test or Interferon-Gamma Release Assays (IGRA), professional references and criminal background check(s). In addition: 1) training and fit testing for N-95 respirator, 2) proof of immunity to measles, mumps, rubella, varicella, hepatitis B, tetanus; influenza vaccination (in flu season), Tdap vaccination.
 - f. Desired but not required for the described nursing tiers (below):
 - (1) Current and valid Public Health Nurse (PHN) Certificate issued by the State of California.
5. Contractor shall provide time reports of nurses supplied, including details of hours, location, services.

Tier 1 – Licensed Vocation Nurse (LVN)

Requirements for LVN: Possess a current, valid license in good standing to practice as a Licensed Vocational Nurse in the State of California, basic life support (BLS), N-95 fit tested, up to date vaccinations, current and valid California Driver License, competency in infection control and prevention practices.

Duties and activities:

- a. TB skin test (can place tuberculin, but not read and/or interpret test results).
- b. Point of Care (POC) testing such as blood glucose, urine dipstick, pregnancy testing, rapid COVID-19 testing, cholesterol, rapid HIV, etc. Must report results to lead RN for follow up when appropriate.
- c. Administer immunizations to individuals of all ages.
- d. Demonstrates proficiency in preparing and administering vaccines, including intramuscular injections to adults and children.
- e. Participate in public health emergency response activities.
- f. Complete required documentation using a variety of electronic databases and reporting tools.
- g. Participate in community outreach activities and in staff meetings/huddles, community meetings, forums, and/or focus groups as appropriate.
- h. Participates in vaccination efforts, including points of dispensing (POD), home vaccination, and other vaccination settings (e.g., schools, homeless shelters, or correctional facilities).
- i. Conduct case investigations and contact tracing.
- j. Perform Directly Observed Therapy for Tuberculosis patients.
- k. Assist in the identification of client/community needs and implementation of improvement plan.
- l. Promote utilization of preventative health services and positive health behaviors.
- m. Maintains current knowledge of vaccine-related guidance/science, general clinical guidelines, and nursing care, and utilizes current guidance, protocols, policies, procedures, and workflows.
- n. Complete other duties as assigned.

Tier 2 – Registered Nurse (RN I – New Graduate)

Requirements for RN I – New Graduate: Possess a current, valid license in good standing to practice as a registered nurse (RN) in the State of California, national provider identifier (NPI), basic life support (BLS), N-95 fit tested, up to date vaccinations, current and valid California driver license, competency in infection control and prevention practices, and maintenance of knowledge of laws concerning patient abuse and safety. Desired but not required: Current and valid Public Health Nurse (PHN) Certificate issued by the State of California.

Duties and activities:

- a. TB skin test.
- b. Point of Care (POC) testing such as blood glucose, urine dipstick, pregnancy testing, rapid COVID-19 testing, cholesterol, rapid HIV, etc.
- c. Administer immunizations to individuals of all ages.
- d. Demonstrates proficiency in preparing and administering vaccines, including intramuscular injections to adults and children.
- e. Participate in public health emergency response activities.
- f. Complete required documentation using a variety of electronic databases and reporting tools.
- g. Review and triage communicable disease reports.
- h. Participate in community outreach activities and in staff meetings/huddles, community meetings, forums, and/or focus groups as appropriate.
- i. Participates in vaccination efforts, including points of dispensing (POD), home vaccination, and other vaccination settings (e.g., schools, homeless shelters, or correctional facilities).
- j. Vaccine manager (preparing vaccine), post-vaccination observation, and health education.
- k. Conduct case investigations and contact tracing.
- l. Collect clinical specimens or deliver post-exposure prophylaxis according to standardized procedures or physician's orders, frequently in non-clinical settings.
- m. Perform Directly Observed Therapy for Tuberculosis patients.
- n. Assist in the identification of client/community needs and implementation of improvement plan.
- o. Promote utilization of preventative health services and positive health behaviors.
- p. Provide health education, information, and guidance to promote utilization of preventative health services, positive health behaviors and disease control and prevention measures to various individuals/groups in person and telephonically.

- q. Review public health testing requests to determine eligibility and types of test(s) indicated.
- r. Provide case management which includes initial and ongoing nursing assessments of individuals and families in the client's home, school, office, or other community setting; develop plans of care, implement the plan of care, and evaluate the effectiveness of the plan of care. This often involves traveling to multiple sites throughout the workday.
- s. Maintains current knowledge of vaccine-related guidance/science, general clinical guidelines, and nursing care, and utilizes current guidance, protocols, policies, procedures, and workflows.
- t. Review and communicate as appropriate local, State, and Federal clinical and health related guidance.
- u. Complete other duties as assigned.

Tier 2 – Registered Nurse (RN II – Staff Nurse)

Requirements for RN II – Staff Nurse: Active and current Registered Nurse (RN) license, national provider identifier (NPI), basic life support (BLS), N-95 fit tested, up to date vaccinations, valid California Driver License, competency in infection control and prevention practices. Desired but not required: Current and valid Public Health Nurse (PHN) Certificate issued by the State of California.

Duties and activities:

- a. TB skin test.
- b. Point of Care (POC) testing such as blood glucose, urine dipstick, pregnancy testing, rapid COVID-19 testing, cholesterol, rapid HIV, etc.
- c. Administer immunizations to individuals of all ages.
- d. Demonstrates proficiency in preparing and administering vaccines, including intramuscular injections to adults and children.
- e. Registers clients and documents vaccinations using appropriate reporting mechanisms (electronic health records system), paper records, and the California Immunization Registry (CAIR).
- f. Participate in public health emergency response activities.
- g. Complete required documentation using a variety of electronic databases and reporting tools.
- h. Review and triage communicable disease reports.
- i. Participate in community outreach activities and in staff meetings/huddles, community meetings, forums, and/or focus groups as appropriate.
- j. Participates in redistributing vaccine, including technical assistance (basic vaccine education of clinical providers) and quality assurance, to community providers (e.g., pharmacies, primary care providers, hospitals).
- k. Participates in vaccination efforts, including points of dispensing (POD), home vaccination, and other vaccination settings (e.g., schools, homeless shelters, or correctional facilities).
- l. Vaccine manager (preparing vaccine), post-vaccination observation, and health education.
- m. Conduct case investigations and contact tracing.
- n. Collect clinical specimens or deliver post-exposure prophylaxis according to standardized procedures or physician's orders, frequently in non-clinical settings.
- o. Perform Directly Observed Therapy for Tuberculosis patients.

- p. Assist in the identification of client/community needs and implementation of improvement plan.
- q. Promote utilization of preventative health services and positive health behaviors.
- r. Provide health education, information, and guidance to promote utilization of preventative health services, positive health behaviors and disease control and prevention measures to various individuals/groups in person and telephonically.
- s. Review public health testing requests to determine eligibility and types of test(s) indicated.
- t. Provide case management which includes initial and ongoing nursing assessments of individuals and families in the client's home, school, office, or other community setting; develop plans of care, implement the plan of care, and evaluate the effectiveness of the plan of care. This often involves traveling to multiple sites throughout the workday.
- u. Maintains current knowledge of vaccine-related guidance/science, general clinical guidelines, and nursing care, and utilizes current guidance, protocols, policies, procedures, and workflows.
- v. Review and communicate as appropriate local, State, and Federal clinical and health related guidance.
- w. Complete other duties as assigned.

Tier 2 – Registered Nurse (RN III – Lead Nurse/Coordinator)

Requirements for RN III – Lead Nurse/Coordinator: Active and current Registered Nurse (RN) license, national provider identifier (NPI), basic life support (BLS), N-95 fit tested, up to date vaccinations, valid California Driver License, competency in infection control and prevention practices. Desired but not required: Current and valid Public Health Nurse (PHN) Certificate issued by the State of California

Duties and activities:

- a. TB skin test.
- b. Point of Care (POC) testing such as blood glucose, urine dipstick, pregnancy testing, rapid COVID-19 testing, cholesterol, rapid HIV, etc.
- c. Administer immunizations to individuals of all ages.
- d. Demonstrates proficiency in preparing and administering vaccines, including intramuscular injections to adults and children.
- e. Participate in public health emergency response activities.
- f. Complete required documentation using a variety of electronic databases and reporting tools.
- g. Review and triage communicable disease reports.
- h. Participate in community outreach activities and in staff meetings/huddles, community meetings, forums, and/or focus groups as appropriate.
- i. Assists in the clinical oversight of vaccination operations, including points of dispensing (POD), home vaccination, and other vaccination settings (e.g., schools, homeless shelters, or correctional facilities).
- j. Provides vaccine coordination (including cold chain, vaccine management, vaccine administration, and post-vaccination observation responsibilities) at PODs, home vaccination, and other vaccination settings. Participates in vaccination planning and meetings.
- k. Vaccine manager (preparing vaccine), post-vaccination observation, and health education.
- l. Conduct case investigations and contact tracing.
- m. Oversee and direct staff who conduct case investigations and contract tracing.
- n. Collect clinical specimens or deliver post-exposure prophylaxis according to standardized procedures or physician's orders, frequently in non-clinical settings.
- o. Monitor the provision of Directly Observed Therapy for Tuberculosis patients.

- p. Assist in the identification of client/community needs and implementation of improvement plan.
- q. Promote utilization of preventative health services and positive health behaviors.
- r. Provide health education, information, and guidance to promote utilization of preventative health services, positive health behaviors and disease control and prevention measures to various individuals/groups in person and telephonically.
- s. Review public health testing requests to determine eligibility and types of test(s) indicated.
- t. Provide case management which includes initial and ongoing nursing assessments of individuals and families in the client's home, school, office, or other community setting; develop plans of care, implement the plan of care, and evaluate the effectiveness of the plan of care. This often involves traveling to multiple sites throughout the workday.
- u. Direct and/or act as a team lead to staff who provide case management which includes initial and ongoing nursing assessments of individuals and families in the client's home, school, office, or other community setting; develop plans of care, implement the plan of care, and evaluate the effectiveness of the plan of care. This often involves traveling to multiple sites throughout the workday.
- v. Maintains current knowledge of vaccine-related guidance/science, general clinical guidelines, and nursing care, and utilizes current guidance, protocols, policies, procedures, and workflows.
- w. Act as team lead providing direction, consultation, and coaching to clinical and non-clinical staff; conduct case management and care coordination activities; participate in performance management and quality improvement activities. Act as POD Group Clinical Lead.
- x. Contact healthcare providers, health care facilities (including medical records) and laboratories to obtain clinical or exposure information for case and contact investigations. Interface with health care providers to coordinate and collaborate on therapeutic regimen. Assist clients to obtain post-exposure evaluation and prophylaxis from a medical provider.
- y. Develops and updates clinical guidance, materials, protocols, workflows, procedures, and presentations, and shares information with Community Vaccination Unit staff. Completes appropriate documents as part of a disaster response when needed.
- z. Coordinates resources with Clinical Team Manager, Vaccine Manager/Coordinator, Lead Clinicians, Logistics Coordinator, Personnel Coordinator, Data Platform Coordinator, and Community Vaccination Unit Operations Manager and Director to ensure smooth clinical operations.
- aa. Assists with training of clinical personnel.
- bb. Participates in the job performance evaluation process.

- cc. Acts as POD Clinical Group Lead.
- dd. May function as a backup POD Site Manager.
- ee. Provides education and applies quality control procedures during vaccine redistribution amongst healthcare partners.
- ff. Develop, implement, and evaluate trainings for all clinical staff.
- gg. Review and communicate as appropriate local, State, and Federal clinical and health related guidance.
- hh. Visit various County operated clinical sites to provide clinical staff oversight and address clinical staffing and operational issues.
- ii. Coordinate with northern California (CAIR) Coordinator to facilitate sufficient data entry.
- jj. Collaborates with other operational units and sections.
- kk. Complete other duties as assigned.

Tier 3 – Registered Nurse (RN IV - Supervisor)

Requirements for RN IV - Supervisor: Registered nurse (RN), national provider identifier (NPI), basic life support (BLS), N-95 fit tested, up to date vaccinations, valid CA driver's license, competency in infection control and prevention practices. Desired but not required: Current and valid Public Health Nurse (PHN) Certificate issued by the State of California

Duties and activities:

- a. TB skin test.
- b. Point of Care (POC) testing such as blood glucose, urine dipstick, pregnancy testing, rapid COVID-19 testing, cholesterol, rapid HIV, etc.
- c. Administer immunizations to individuals of all ages.
- d. Demonstrates proficiency in preparing and administering vaccines, including intramuscular injections to adults and children.
- e. Participate in public health emergency response activities.
- f. Complete required documentation using a variety of electronic databases and reporting tools.
- g. Review and triage communicable disease reports.

- h. Participate in community outreach activities and in staff meetings/huddles, community meetings, forums, and/or focus groups as appropriate.
- i. Oversee vaccine coordination activities (including cold chain, vaccine management, vaccine administration, and post-vaccination observation responsibilities) at PODs, home vaccination, and other vaccination settings.
- j. Oversee all vaccination Cold-Chain operations for CVU/IZ and consult as needed for community partners/contract agencies.
- k. Provides vaccine coordination (including cold chain, vaccine management, vaccine administration, and post-vaccination observation responsibilities) at PODs, home vaccination, and other vaccination settings. Participates in vaccination planning and meetings.
- l. Vaccine manager (preparing vaccine), post-vaccination observation, and health education.
- m. Oversee and direct staff who conduct case investigations and contract tracing.
- n. Collect clinical specimens or deliver post-exposure prophylaxis according to standardized procedures or physician's orders, frequently in non-clinical settings.
- o. Oversee and evaluate the provision of Directly Observed Therapy for Tuberculosis patients.
- p. Assist in the identification of client/community needs and implementation of improvement plan.
- q. Promote utilization of preventative health services and positive health behaviors.
- r. Provide health education, information, and guidance to promote utilization of preventative health services, positive health behaviors and disease control and prevention measures to various individuals/groups in person and telephonically.
- s. Review public health testing requests to determine eligibility and types of test(s) indicated.
- t. Direct and supervise staff who provide case management which includes initial and ongoing nursing assessments of individuals and families in the client's home, school, office, or other community setting; develop plans of care, implement the plan of care, and evaluate the effectiveness of the plan of care. This often involves traveling to multiple sites throughout the workday.
- u. Maintains current knowledge of vaccine-related guidance/science, general clinical guidelines, and nursing care, and utilizes current guidance, protocols, policies, procedures, and workflows.
- v. Contact healthcare providers, health care facilities (including medical records) and laboratories to obtain clinical or exposure information for case and contact investigations.

- Interface with health care providers to coordinate and collaborate on therapeutic regimen. Assist clients to obtain post-exposure evaluation and prophylaxis from a medical provider.
- w. Develops and updates clinical guidance, materials, protocols, workflows, procedures, and presentations, and shares information with Community Vaccination Unit staff. Completes appropriate documents as part of a disaster response when needed.
 - x. Assists with training of clinical personnel.
 - y. Provides education and applies quality control procedures during vaccine redistribution amongst healthcare partners.
 - z. Act as a supervisor to recruit, train, and evaluate clinical and non-clinical staff.
 - aa. Supervise a multidisciplinary team including professional, para-professional support staff, nursing students and interns; to ensure program regulations and procedures are followed; and to do related work as required.
 - bb. Provide program planning, development, review, and evaluation of clinical and administrative activities.
 - cc. Direct, coordinate and oversee the nursing and other health care services to specified populations.
 - dd. Plan, monitor, and evaluate program and service delivery effectiveness in the assigned unit.
 - ee. Provides clinical monitoring and oversight of the work in the assigned unit for staff working in the community.
 - ff. Develop policies, procedures, and clinical guidance for assigned unit.
 - gg. Act as an advisor to leadership and staff to provide clinical opinion and updates.
 - hh. Develop, implement, and evaluate trainings for all clinical staff.
 - ii. Review and communicate as appropriate local, State, and Federal clinical and health related guidance.
 - jj. Visit various County operated clinical sites to provide clinical staff oversight and address clinical staffing and operational issues.
 - kk. Collaborates with other operational units and sections.
 - ll. Complete other duties as assigned.
 - mm. Ensures that HIPAA protocols are followed within assigned unit and collaborates with ACPHD Privacy Officer when necessary. Maintains HIPAA protocols and monitors HIPAA compliance.

Tier 4 – Nurse Practitioner (NP)

Requirements for NP: master's degree, Registered nurse (RN), nurse practitioner (NP), national provider identifier (NPI), basic life support (BLS), N-95 fit tested, up to date vaccinations, valid CA driver's license, competency in infection control and prevention practices. Desired but not required: Current and valid Public Health Nurse (PHN) Certificate issued by the State of California

Duties and activities:

- a. TB skin test.
- b. Point of Care (POC) testing such as blood glucose, urine dipstick, pregnancy testing, rapid COVID-19 testing, cholesterol, rapid HIV, etc.
- c. Administer immunizations to individuals of all ages.
- d. Demonstrates proficiency in preparing and administering vaccines, including intramuscular injections to adults and children.
- e. Participate in public health emergency response activities.
- f. Complete required documentation using a variety of electronic databases and reporting tools.
- g. Review and triage communicable disease reports.
- h. Participate in community outreach activities and in staff meetings/huddles, community meetings, forums, and/or focus groups as appropriate.
- i. Oversee vaccine coordination activities (including cold chain, vaccine management, vaccine administration, and post-vaccination observation responsibilities) at PODs, home vaccination, and other vaccination settings.
- j. Oversee all vaccination Cold-Chain operations for CVU/IZ and consult as needed for community partners/contract agencies.
- k. Provides vaccine coordination (including cold chain, vaccine management, vaccine administration, and post-vaccination observation responsibilities) at PODs, home vaccination, and other vaccination settings. Participates in vaccination planning and meetings.
- l. Vaccine manager (preparing vaccine), post-vaccination observation, and health education.
- m. Oversee and direct staff who conduct case investigations and contact tracing.
- n. Collect clinical specimens or deliver post-exposure prophylaxis according to standardized procedures or physician's orders, frequently in non-clinical settings.
- o. Monitor the provision of Directly Observed Therapy for Tuberculosis patients.
- p. Oversee and evaluate the provision of Directly Observed Therapy for Tuberculosis patients.

- q. Assist in the identification of client/community needs and implementation of improvement plan.
- r. Promote utilization of preventative health services and positive health behaviors.
- s. Provide health education, information, and guidance to promote utilization of preventative health services, positive health behaviors and disease control and prevention measures to various individuals/groups in person and telephonically.
- t. Review public health testing requests to determine eligibility and types of test(s) indicated.
- u. Maintains current knowledge of vaccine-related guidance/science, general clinical guidelines, and nursing care, and utilizes current guidance, protocols, policies, procedures, and workflows.
- v. Contact healthcare providers, health care facilities (including medical records) and laboratories to obtain clinical or exposure information for case and contact investigations. Interface with health care providers to coordinate and collaborate on therapeutic regimen. Assist clients to obtain post-exposure evaluation and prophylaxis from a medical provider.
- w. Develops and updates clinical guidance, materials, protocols, workflows, procedures, and presentations, and shares information with Community Vaccination Unit staff. Completes appropriate documents as part of a disaster response when needed.
- x. Assists with training of clinical personnel.
- y. Provides education and applies quality control procedures during vaccine redistribution amongst healthcare partners.
- z. Direct, coordinate and oversee the nursing and other health care services to specified populations.
- aa. Plan, monitor, and evaluate program and service delivery effectiveness in the assigned unit.
- bb. Develop policies, procedures, and clinical guidance for assigned unit.
- cc. Act as an advisor to leadership and staff to provide clinical opinion and updates.
- dd. Develop, implement, and evaluate trainings for all clinical staff.
- ee. Review and communicate as appropriate local, State, and Federal clinical and health related guidance.
- ff. Visit various County operated clinical sites to provide clinical staff oversight and address clinical staffing and operational issues.
- gg. Coordinate with northern California (CAIR) Coordinator to facilitate sufficient data entry.
- hh. Collaborates with other operational units and sections.

- ii. Complete other duties as assigned.
- jj. Ensures that HIPAA protocols are followed within assigned unit and collaborates with ACPHD Privacy Officer when necessary. Maintains HIPAA protocols and monitors HIPAA compliance.
- kk. Provides guidance and leadership on the use of clinical services and treatment as well as patient education in a traditional and nontraditional clinical setting.
- ll. Devises the protocols and guidelines for the clinical staff and evaluates them while they are in use.
- mm. Work under the supervision of a physician as legislated.
- nn. Provide health screenings, order and review diagnostic tests, render diagnoses, and provide guidance, health education and information to promote utilization of preventative health services, positive health behaviors and disease control and prevention measures to various individuals/groups in person and telephonically.
- oo. Plan, monitor, and evaluate program and service delivery effectiveness in the Community Vaccination Unit and Immunization Unit (CVU/IZ).
- pp. Provides clinical monitoring and oversight of the work in CVU/IZ for staff working in the community vaccination sites and the home vaccination team.
- qq. Available for clinical questions from leadership and/or clinical team.
- rr. Meet weekly and as needed with CVU/IZ Clinical Leads.
- ss. Participates in Operational briefings. Attend weekly point of dispensing site (POD) manager meetings.
- tt. Attend CVU/IZ meetings where clinical guidance is needed.
- uu. Provide relevant clinical information to non-clinical staff in all meetings.
- vv. Review latest guidance from CDPH, CDC, and Alameda County regarding immunizations and updates as they occur and are communicated. Attend PODs for staff oversight and staffing.
- ww. Collaborates with other operations sections branches.

F. DELIVERABLES / REPORTS

On a specified cadence and periodically as assigned, the awarded Bidder(s) shall directly report on the progress of activities and identified measures. This may include using the Results Based Accountability framework to track and report the effectiveness of community development as well as the impact the program has had on the public health effort, the community, and individuals served. The awarded Bidder(s) may be required

to deliver regular progress reports using County-provided templates to reflect achievements and challenges in service delivery for the purpose of ongoing process improvement.

Additionally, the awarded Bidder(s) may be required to attend team meetings with ACPHD staff to discuss progress and activities.

Contracting Agency

1. Contractor shall provide RN Registry Usage (time reports of nurses utilized), that may include details such as bill rate, hours, locations, and services by specified time periods in support of audit needs.
2. Contractor to provide accurate work hours on invoices.
3. Contractor to provide needle stick injury protocols.
4. Contractor to provide Employee Assistance Program (EAP) contact information.
5. Contractor to confirm that all nurses are compliant with all annual compliance training and vaccination requirements upon start of contract.
6. Contractor to provide the type of N95 fit testing (for type of mask) and testing date.
7. Contractor to provide a check-off list of requirements, vaccinations, and dates:
 - State of California registered nurse license (RN, NP)
 - State of California vocational nurse license (LVN)
 - Basic Life Support Certification
 - N-95 fit tested (with type of mask)
 - Up to date vaccinations
 - State of California Driver License
 - Competency in infection control
 - Public Health Nursing (PHN) Certificate Desired

Registry Staff (examples of tasks/duties)

- Develop training protocols, program manuals, and assessment tools.

- Conduct trainings as specified (Tiers 2 and 3).
- Conduct presentations as required.
- Pass program specific competency assessments.
- Timely documentation of care/services provided to clients using a web-based platform and/or any other forms of documentation required by the program.
- Refer clients to appropriate programs and services.
- Draft correspondence to clients, providers, and community agencies.
- Develop reports as specified (Tiers 2 and 3).

**For example, if requested to provide percentage of nurses (activities/identified measures) retained by quarter (specific cadence).
Nurse Registries Reporting for Quarter
XX/202X**

Nursing Tier	Number of Nurses Offered	Number of Nurses Retained	Percentage of Nurses Retained	Total Costs by Quarter
Example: Tier 1 - Licensed Vocation Nurse (LVN)	12	10	83%	\$15,000
Tier 1 - Licensed Vocation Nurse (LVN)				
Tier 2 - Registered Nurse (RN I - New Graduate)				
Tier 2 - Registered Nurse (RN II - Staff Nurse)				
Tier 2 - Registered Nurse (RN III - Lead Nurse/Coordinator)				
Tier 3 - Registered Nurse (RN IV - Supervisor)				
Tier 4 - Nurse Practitioner (NP)				
Totals for Quarter	0	0	0%	\$ -

G. BIDDERS CONFERENCE(S)

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

Bidder Conference #1

Tuesday, October 10, 2023, 10:00 AM – 11:00 AM

<https://us06web.zoom.us/j/87299842680?pwd=e4sPSGbOIHMUCBTC1GI636pDGft7b.1>

Meeting ID: 872 9984 2680

Passcode: 810208

1+404 443 6397 USA

877 336 1831 USA (toll free)

Phone Conference ID: 908401

Bidder Conference #2

Wednesday, October 11, 2023, 2:00 PM – 3:00 PM

Join Zoom Meeting

<https://us06web.zoom.us/j/85255236456?pwd=pxAqzJM8Tn1gyOnYu8xZiwtkhEttg.1>

Meeting ID: 852 5523 6456

Passcode: 174188

1+404 443 6397 USA

877 336 1831 USA (toll free)

Phone Conference ID: 908401

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

Carmen Smeester, RFP Lead
Alameda County Public Health Department - Procurements
E-mail: PHDprocurements@acgov.org

7. Attendance at the Bidders Conference(s) are highly recommended but are not mandatory. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List. Failure to participate in a Bidders Conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms, and conditions.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

H. EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response, and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience in nurse registries services that are being procured. The CSC will score the proposals and recommend a Contractor according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price quoted and an extension, the unit price quoted 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 five Bidders receiving the highest preliminary scores and with at least 200 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score.** The final maximum score for any procurement is 500 points. 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 references score added will be the final score.
 - b. With Vendor Interview. In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the ACPHD – Administrative Services Division - Procurement, Grants and Contracts Unit only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.

12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.

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

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

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

	Evaluation Criteria	Weight
A.	<p>Completeness of Response:</p> <p>Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.</p>	Pass/Fail

B.	<p>Debarment and Suspension:</p> <p>Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM.</p>	Pass/Fail
C.	<p>Responsiveness and Flexibility:</p> <ol style="list-style-type: none"> 1. Ability to meet surge needs (e.g., during flu season). 2. Ability to meet request for emergent needs within 2 weeks or less. 3. Flexible cancellation policy if requested staff are no longer needed. 4. Notification of staff cancellation and replacement process (e.g., illness or emergencies). 5. Accessible electronic scheduling system. 6. Flexibility to allow County to terminate staff assignment upon request. 	20 Points
D.	<p>Description of Proposed Services:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the description of proposed services depict a logical approach to fulfilling the requirements of the RFP? 2. Does the description of proposed services match and contribute to achieving the objectives set out in the RFP? 3. Does the description of proposed services interface with the County's schedule? 4. Has the bidder addressed culturally appropriate services; including accommodations for language and/or cultural differences? 5. How well does the Bidder achieve all the requirements set out in the RFP? <ol style="list-style-type: none"> a) Has the Bidder demonstrated a thorough understanding of the purpose and scope of the project? b) How well has the Bidder identified pertinent issues and potential problems related to the project? c) Has the Bidder demonstrated that it understands the deliverables the County expects it to provide? 	

	<p>d) How well has the Bidder identified any limitations, restrictions, pertinent issues, and/or potential problems in providing the services that the County should be award of in evaluating its bid response?</p>	15 Points
<p>E.</p>	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost.</p> <p>Cost evaluation points may be adjusted by considering:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?). 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	15 Points
<p>F.</p>	<p>Budget Justification, Fiscal Practice, and Budget Form:</p> <p>Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How well does the Bidder's cost capture all activities and staff needed to meet the services requested? 2. How well does the Bidder allocate staff and resources? 3. How well does the Budget Justification detail how Bidder arrived at particular calculations? 4. Is the proposed cost appropriate to the nature of the services to be provided? 5. How clear, realistic, and reasonable are costs in relation to the services provided and the number of clients to be served? 6. How well does the Bidder outline, and how diverse are, the revenue sources for its organization and the proposed program? 7. How well does the Bidder describe its fiscal oversight and management practices? 	15 Points

	8. How well do staff salaries reflect local costs of living?	
G.	<p>Understanding of the Project:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has/How well has the Bidder demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Bidder identified pertinent issues and potential problems related to the project? 3. Has/How well has the Bidder demonstrated that it understands the deliverables the County expects it to provide? 4. Has/How well has the Bidder demonstrated that it understands the County's schedule and can meet it? 	15 Points
H.	<p>Relevant Experience:</p> <p>Proposals will be evaluated, including considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. How much experience does the Bidder have with similar projects? 	5 Points
I.	<p>Methodology:</p> <p>Proposals will be evaluated considering the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the County's schedule? 	5 Points
J.	<p>Key Personnel:</p> <p>Proposals will be evaluated against the RFP specifications and the question below:</p> <ol style="list-style-type: none"> 1. Does the applicant demonstrate the ability to provide staffing that meets the qualifications specified in the RFP? 	5 Points
K.	References (See Exhibit A – Bid Response Packet)	5 Points
L.	Vendor Interview	Vendor Interview

	<p>Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview.</p>	<p>may be used to revise / inform scores of criteria above</p>
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I. CONTRACT EVALUATION AND ASSESSMENT

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

J. NOTICE OF INTENT TO AWARD

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

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

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

K. BID PROTEST / APPEALS PROCESS

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

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

ACPHD – Administrative Services Division
Procurements, Grants & Contracts Unit

ATTN: Tamarra Brown, Administrative Services Division Director
1100 San Leandro Blvd., San Leandro, CA 94577

Email: PHDprocurements@acgov.org

Write “Bid Protest” in the email subject line and include RFP reference number.

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

Generally, the ACPHD Procurements, Grants, & Contracts Unit will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

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

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

3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
- a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.

- b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
 - e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
 - f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors or Administrative Services Division Director.
4. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. TERM / TERMINATION / RENEWAL

- 1. The contract term, which may be awarded pursuant to this RFP, will be three (3) years with an option to renew or extend up to an additional two (2) years, contingent on the availability of funding.
- 2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed pricing with all other terms and conditions remaining the same.
- 3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In

the event that the County should abandon, terminate or suspend the Contractor's work, services and/or providing of goods, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

M. BRAND NAMES AND APPROVED EQUIVALENTS

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

N. QUANTITIES

No minimum or maximum staffing requests are guaranteed or implied.

O. PRICING

1. All pricing as quoted will not increase, but except as noted below, will remain fixed and for the term of any contract that may be awarded as a result of this RFP.

2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
4. All prices quoted must be in United States dollars.
5. Price quotes must include any and all payment incentives available to the County.
6. 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.
7. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

P. AWARD

1. Most Responsive and Responsible Bidder(s)
 - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
 - c. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
2. **Federal Contract Provisions:** Funds used for payment of contract(s) awarded from this procurement may be from, or subject to reimbursement, by state and/or federal funds. Some of these funding sources require additional contractual obligations. Bidder(s) must agree to federal contracting terms and conditions, that supplement the County's Standard Services Contract General Terms and Conditions which are attached as hereto as **Exhibit B, ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION**. The successful Bidder must meet federal requirements and agree to the terms including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

3. County Rights

- a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
- b. Any bid proposals that contain false or misleading information may be disqualified by the County.
- c. The County reserves the right to award to a single or multiple Contractors.
- d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
- e. The County has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board approval to award a contract is required.
- b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
- c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

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

[\[https://acgovt.sharepoint.com/:w/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu\]](https://acgovt.sharepoint.com/:w/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu)

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

ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION, will be part of the contract.

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

Q. METHOD OF ORDERING

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

R. WARRANTY

1. Bidder expressly warrants that all goods and/or services to be furnished pursuant to any contract awarded arising from the proposal will conform to the descriptions and specifications contained herein, in the submitted proposal, and in supplier catalogs, product brochures, and other representations, depictions or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and/or services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, or payment by the County. Bidder warrants that all goods and/or work and/or services furnished hereunder shall be guaranteed for a period of three (3) years from the date of acceptance by the County.

S. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.

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

T. PERFORMANCE REQUIREMENTS

Please refer to section E. Specific Requirements and the various nursing tiers.

Registries should have the capacity to provide assistance with scheduling and coverage with requested hours. Scheduling assistance may be requested on an as needed basis.

U. ACCOUNT MANAGER / SUPPORT STAFF

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

V. COUNTY CONTACTS

1. ACPHD – Administrative Services Division – Procurements, Grants & Contracts Unit is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through this department only. Any communication regarding this RFP with other County personnel may result in disqualification.

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

3. Contact information for this RFP:

Carmen Smeester
ACPHD – Procurements, Grants & Contracts Unit
1100 San Leandro Blvd., Suite 120
San Leandro, CA 94577
Email: PHDprocurements@acgov.org
Phone: (510) 268-7665

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

W. SUBMITTAL OF PROPOSALS

1. Document Submittal

a. All bids must be SEALED and received at the ACPHD, Procurements, Grants, & Contracts Unit office by 2:00 p.m. on the due date specified in the Calendar of Events.

b. NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. **LATE AND/OR UNSEALED BIDS WILL NOT BE CONSIDERED.** IF HAND DELIVERING BIDS, PLEASE ALLOW TIME FOR METERED STREET PARKING

OR PARKING IN AREA PUBLIC PARKING LOTS, AND ENTRY INTO SECURE BUILDING.

- c. Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after the said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.
- d. All bids, whether delivered by an employee or Bidder, U.S. Postal Service, courier, or package delivery service, must be received and time stamped at the stated address prior to the time designated. ACPHD – Procurements, Grants, & Contracts Unit’s timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.
- e. Bids are to be addressed and delivered as follows:

**Alameda County Public Health Department
Procurements, Grants, & Contracts Unit
RFP No. ACPHD—CM&P—1010
Attn: Carmen Smeester
1100 San Leandro Blvd., Suite 120
San Leandro, CA 94577**

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

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

- f. Bid responses must be straightforward, clear, concise, and specific to the information requested.
- g. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
- h. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked

confidential or proprietary. The County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at [Alameda County Proprietary and Confidential Information Policies](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/].

- i. Bidders are to submit one (1) original hard copy bid (Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation), with original ink signatures or digitally signed via a DocuSign, Conga Sign, or other verifiable independent electronic signature service, plus three (3) copies of their proposal. Original proposal is to be clearly marked "ORIGINAL" with copies to be marked "COPY". All submittals should be printed on plain white paper, paginated, and must be either loose leaf using binder clips and not bound. It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.
- j. Bidders must also submit an electronic copy of their proposal. The electronic copy must be in a **single file** (PDF with Optical Character Recognition preferred) and must be an exact scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on **USB flash drive** and enclosed with the sealed original hardcopy of the bid.
- k. All signatures must be present in the electronic bid response (e.g. Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).
- l. **BIDDERS MUST NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDER WILL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORDPROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM OR ANY OTHER COUNTY-PROVIDED DOCUMENT.**
- m. No email (electronic) or facsimile bids will be accepted.
- n. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the

recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommendation to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project. In addition, award information will be posted on the GSA Contracting Opportunities website, [Alameda County Current Contracting Opportunities \[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/).

- o. Each bid received will be entered into a log identifying each Bidder. This record will be available to the public upon request.
 - p. Bidders **must** submit pricing on the provided spreadsheet template – Bid/Budget Form(s) as provided in Exhibit A—Bid Response Packet.
2. Submissions Processes
- a. All costs required for the preparation and submission of a proposal shall be borne by the Bidder.
 - b. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
 - c. The final award information will be posted on the County’s “Contracting Opportunities” website.
 - d. The County reserves the right to reject any proposal.
 - e. All bid proposals shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
3. Legal Requirements
- a. “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become

effective at the time the purchasing body tenders final payment to the Bidder". (California Government Code Section 4552).

- b. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
- c. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).



EXHIBIT A

BID RESPONSE PACKET

INSTRUCTIONS

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

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



COUNTY OF ALAMEDA

EXHIBIT A BID RESPONSE PACKET

RFP No. ACPHD-CM&P-1010

Community/Public Health Dept. Services - Nurse Registries

BIDDER CHECKLIST

- 1. Bidder Information
- 2. Bidder Acceptance (executed)
- 3. Debarment and Suspension Certification (Procurements \$25,000 and over) (executed)
- 4. Bidder Minimum Qualifications (2 pages)
- 5. Additional Program Requirements
 - a. Letter of Transmittal (1 page)
 - b. Description of Experience (limit 4 pages)
 - c. Outreach and Recruitment (1-2 pages)
 - d. Deliverables and Reports (1-2 pages)
- 6. Bid/Budget Form(s) (1 page)
- 7. Budget Detail and/or Cost Narrative (1 page)
- 8. Table of Key Personnel (2-page limit per résumé)
- 9. Description of Proposed Services (4 pages)
- 10. Implementation Plan and Schedule (3 pages)
- 11. References
- 12. Exceptions and Clarifications
- 13. Insurance Requirements
- 14. Exhibit B – Additional Contract Provisions – Federal Provision
- 15. Exhibit B-1—Certification for Contracts, Grants, Loans, and Cooperative Agreements (FYI)
- 16. Exhibit E—HIPAA Business Associate Agreement (FYI)

BIDDER INFORMATION

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

Type of Entity / Organizational Structure (check one):

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

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

Primary Contact Information:

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

BIDDER ACCEPTANCE

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

invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.

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

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


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

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

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

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

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

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

BIDDER MINIMUM QUALIFICATIONS

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

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

1. Bidder Minimum Qualifications
 - a. Bidder must be regularly and continuously engaged in the business of providing nurse staffing services for at least five (5) years. Bidders experience will be verified through the references provided by the Bidders in Exhibit A.
 - b. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP.

Maximum Length: 2 pages

ADDITIONAL PROGRAM REQUIREMENTS

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

- 1. **Letter of Transmittal (1 page):** Bid responses will describe the Bidder’s history including capabilities and approach in providing nurse staffing services. Provide a brief synopsis of the highlights and overall benefits of the Proposal to the County. The letter must summarize how the Bidder meets minimum and specific requirements, including years of experience. This letter should not exceed one (1) page in length and should be easily understandable.

- 2. **Description of Experience (Limit 4 pages):** Bidder must provide a description of previous experience. Specifically, bid responses shall include a description of Bidder’s:
 - (a) Mission
 - (b) Qualifications in meeting at least five (5) years of regularly and continuously engaged in the business of providing nurse staffing services.
 - (c) Demonstrated experience providing nurse staffing services that effectively meet the needs of groups most impacted by racial and ethnic disparities in health care including but not limited to:
 - Experience in advancing racial and ethnic framework throughout Bidder’s organization operations (such as ensuring diversity in hiring practices, including the hiring of individuals with lived experience with the same issues faced by program participants, and within the Board of Directors and executive leadership);
 - Programs located in, trusted by, and deeply connected to, communities with significant populations of traditionally underserved racial or ethnic groups;
 - Ability to decrease barriers to services (such as hours of operation, locations, and staff capacity and training); and
 - Improvements in health disparities as evidenced by quantitative data and/or qualitative successes
 - Evidence of supportive services and/or collaborations
 - (d) Geographic regions and/or neighborhoods served within Alameda County
 - (e) Ability and experience in collecting data and generating reports on performance measures and data metrics
 - (f) Experience working in the Alameda County or ability to expand to Alameda County

- 3. **Outreach and Recruitment (1-2 pages):** Bidders must describe their recruitment strategy, including working with health care and community service providers, and describe how this recruitment plan will coordinate with existing programs and resources within the community. Please include any social media engagement strategies.

- 4. **Deliverables and Reports (1-2 pages):** Contractor will submit performance measures (as described in **E. Specific Requirements**) related to proposed objectives throughout the contract period. Bidder will describe any current or proposed continuous quality improvement activities that facilitate effective program implementation and performance. Bidders shall briefly describe their methods of data collection.

BID/BUDGET FORM

Instructions: Bidder may use the Bid Form provided below or a separate Bid/Budget Form. Alterations and changes are permitted but must clearly show all line-item costs.

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

Bid proposals that do not comply may be rejected.

ACPHD will not be responsible for any additional expenses incurred by the registry, including overtime, transportation and/or parking expenses. The cost quoted must include all taxes (excluding sales and use tax) and all other charges. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on **Bid 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.

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

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Budget Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California. Final pricing will be subject to further negotiation and based on agreed scope of services. Bidder's price quotes and proposed services should be developed and submitted according to the conditions in the Scope and Specific Requirements sections of this RFP.

Rate Schedule for the Alameda County Department of Public Health

Item No.	Description	FY 1 Hourly Rates
1	Licensed Vocation Nurse (LVN): Tier 1	
2	Registered Nurse (RN I - New Graduate): Tier 2	
3	Registered Nurse (RN II - Staff Nurse): Tier 2	
4	Registered Nurse (RN III - Lead Nurse/Coordinator): Tier 2	
5	Registered Nurse (RN IV - Supervisor): Tier 3	
6	Nurse Practitioner (NP): Tier 4	
7	Dedicated nurse scheduling (if requested)	

BUDGET DETAIL AND/OR COST NARRATIVE

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

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

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).

Maximum Length: 1 page

TABLE OF KEY PERSONNEL

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

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

1. The person's relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
3. The person's role in connection with the RFP and any awarded contract.
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

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

Bidder Key Personal	Job Title/Years/Role	Email Address	Work Phone
Subcontractor Key Personal (if applicable)	Job Title/Years/Role	Email Address	Work Phone

Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.

DESCRIPTION OF PROPOSED SERVICES

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

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

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

1. Describe how Bidder will meet the program’s desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how key personnel will be responsible for achieving them.
2. Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP. Bidder must be responsive and flexible in meeting surge/emergent needs, permit the County unexpected cancellations/terminations of requested staff, provide immediate notifications to the County of staff cancellations or changes, and to provide and maintain a robust and accessible electronic scheduling system.
3. 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: 4 pages

IMPLEMENTATION PLAN AND SCHEDULE

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

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

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

Maximum Length: 3 pages

REFERENCES

Instructions: On the following page are the templates that Bidders are to use for providing references. Bidders are to provide a minimum of three (3) references and three of those references should be current. 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.

Services must have been provided to at least two of the references within the last five years.

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

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

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

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

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

REFERENCES

RFP No. ACPHD-CM&P-1010

COMMUNITY/PUBLIC HEALTH DEPT. SERVICES – NURSE REGISTRIES

Bidder Name: _____

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

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

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

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

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

*Use additional pages as necessary

INSURANCE REQUIREMENTS

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

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

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

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

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF PROFESSIONAL LIABILITY, COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS AN INSURED (COVERED PARTY) UNDER ITS POLICIES OR SHALL VERIFY THAT THE SUBCONTRACTOR, UNDER ITS OWN POLICIES AND ENDORSEMENTS, HAS COMPLIED WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT, INCLUDING THIS EXHIBIT. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



EXHIBIT B

ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

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

I. General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Access to Records.

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

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

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

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

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

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

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

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

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

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

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

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

3. Exceptions.

a. This clause does not prohibit contractors from providing—

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

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

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

4. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

- (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier

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

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

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

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

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

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

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

A. Davis-Bacon Act

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

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

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 3. Additionally, contractors are required to pay wages not less than once a week.
- B. Copeland “Anti-Kickback” Act
1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



EXHIBIT B-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Date

Name

Title

EXHIBIT E

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: _____