



AGENDA \_\_\_\_\_ April 6, 2021

**OFFICE OF THE AGENCY DIRECTOR**  
1000 San Leandro Boulevard, Suite 300  
San Leandro, CA 94577  
TEL (510) 618-3452  
FAX (510) 351-1367

March 22, 2021

The Honorable Board of Supervisors  
Administration Building  
1221 Oak Street  
Oakland, CA 94612

**SUBJECT: APPROVE THE THIRD AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH GENICE JACOBS TO PROVIDE STOP THE BLEED PUBLIC INFORMATION CAMPAIGN MARKETING**

Dear Board Members:

**RECOMMENDATION**

- A. Approve the Third Amendment to the Standard Services Agreement (Procurement Contract No. 21959) with Genice Jacobs (Location: Oakland) to continue to provide the “Stop the Bleed” Public Information Campaign Marketing, extending the period of 4/1/2018—12/31/2020 by one year to 12/31/2021 and increasing the not-to-exceed amount from \$70,400 to \$106,900 (an increase of \$36,500)
- B. Adopt a Resolution to waive the County’s competitive procurement processes for Genice Jacobs with respect to this contract; and
- C. Delegate authority to the Director of Health Care Service Agency, or designee, to execute the contract amendment, approved as to form by County Counsel, and submit the originals to the Clerk of the Board for filing

**SUMMARY/DISCUSSION/FINDINGS**

Uncontrolled bleeding can result from manmade and natural disasters (e.g., active shooting, bombings, train crashes, tornadoes) and from everyday occurring emergencies (e.g., vehicle crashes, plate glass window accidents, farming accidents). In October 2015, the White House and the Department of Homeland Security created “Stop the Bleed,” a National campaign to help improve survival from life-threatening bleeding in response to increased gun violence and mass casualty events across the United States. Stop the Bleed is a special national initiative designed to provide bystanders and law enforcement officers with the tools and knowledge to stop life-threatening bleeding as they may be on the scene before emergency medical responders.

The Urban Areas Security Initiative (UASI) Grant, accepted by your Board on January 12, 2021 (Item No. 8), supports the funding for Genice Jacob's contract with the County. The Alameda County Emergency Medical Services (EMS) has actively participated in developing, promoting, and implementing this initiative in the County. Current Stop the Bleed efforts seek to enhance awareness, response capacity, and effectiveness through an information sharing campaign designed to instruct non-medically trained members of the public, countywide, on how to effectively control severe bleeding.

On May 8, 2018, your Board approved a Standard Services Agreement with Genice Jacobs to assist EMS in executing a marketing strategy to promote public awareness and provide pertinent information on the importance of bleeding control (Item No. 8). Then, on January 15, 2019, the Board approved the First Amendment to the Standard Services Agreement to increase the total amount and extend the contract (Item No. 66). On March 17<sup>th</sup>, 2020, the Board approved the Second Amendment to the Standard Services Agreement to increase the total amount and extend the contract (Item No. 18). Furthermore, the County's campaign aligns with the National Stop the Bleed campaign.

Since contract execution, Genice Jacob's instrumental development, production, and dissemination of the County and National campaign's message has produced the results we sought. Through engaging designs, important storytelling, and clear messaging, our "Pressure Stops Bleeding" campaign at the Oakland International Airport, public transit, schools, local television, and a local East Bay movie theatre captured millions of viewers and onlookers. EMS created a video that engages, empowers, and spotlights the importance of hemorrhage control and the skill set to "Stop the Bleed." Also, the video achieved national attention as it was featured on the Dr. Oz television show and website. HCSA requests this amendment and contract increase to extend the work and momentum with Genice Jacobs to continue the campaign.

### **SELECTION PROCESS**

*In February 2018, an informal Request for Proposal (IRFP "Stop the Bleed" Public Information Campaign Marketing Consultant) was released and Genice Jacobs received the highest score and was awarded the contract. Genice Jacobs is a certified Small Vendor (Certification No. 14-00129; Expiration date: 2/28/2022) in the Alameda County Small, Local and Emerging Business (SLEB) Program.*

### **FINANCING**

Funding for this recommendation (\$36,500) comes from the Urban Area Security Initiative (UASI) Grant funding and included in the HCSA FY20-21 Adjusted Budget. Approval of this contract will have no impact on net County cost.

**VISION 2026 GOAL**

Promoting public awareness and providing information to stop life-threatening bleeding through the "Stop the Bleed" Campaign meets the 10X goal pathway of **Healthcare for All** in support of our shared vision of a **Thriving & Resilient Population**.

Sincerely,

DocuSigned by:



Colleen Chawla, Director

Health Care Services Agency

**A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING PROCEDURES FOR GENICE JACOBS, MARKETING CONSULTANT AND PROJECT MANAGEMENT SERVICES FOR ALAMEDA COUNTY**

**RESOLUTION NUMBER R-2021-133**

WHEREAS, Genice Jacob's is an Oakland-based marketing consultant working to assist the Alameda County Emergency Medical Services (EMS) Department with its vital Stop the Bleed! Campaign that helps to save lives; and

WHEREAS, she launched a County-wide public awareness and information campaign designed to educate non-medically trained members of the public regarding how to effectively control severe bleeding and hemorrhaging; and

WHEREAS, since 2018, Genice Jacobs continues to continue to research and coordinate effective media development and distribution based on materials and partnerships with highly relevant individuals/organizations; and

WHEREAS, Alameda County EMS has contracted with Genice Jacobs and successfully launched creative social marketing campaign along our highly trafficked freeways and Oakland International Airport since 2018 for Stop the Bleed! and

WHEREAS, Genice Jacobs work with EMS has been successful, yielding millions of views from the public eye in highly visible areas of Alameda County creating education and awareness of simple, life-saving techniques; and

WHEREAS, the County wishes to retain the services of Genice Jacobs to continue providing her services; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010 and 4.12.070 require the solicitation of bids except in unusual cases where the Board of Supervisors has, by resolution, found and determined the public interest would not be served by complying with the bid solicitation process; and

WHEREAS, the Board has determined that Genice Jacob's has the necessary professional qualifications and has demonstrated competence in providing marketing consultation and project management; and

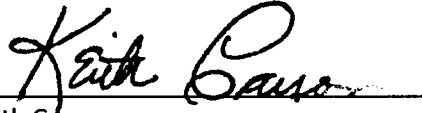
WHEREAS, Genice Jacobs has expertise and is uniquely qualified within the community to serve the targeted population, and the Board has determined that the public interest would not be served by requiring a bid solicitation process in this situation.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 to .020 for the solicitation of bids are hereby waived for the selection of Genice Jacobs.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on April 6th, 2021 by the following called vote:

AYES: Supervisors Chan, Haubert, Miley, Valle and President Carson  
NOES: None  
EXCUSED: None

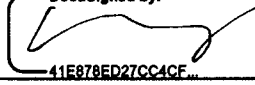


Keith Carson  
President of the Board of Supervisors  
County of Alameda, State of California

ATTEST:  
Clerk of the Board of Supervisors,  
County of Alameda

APPROVED AS TO FORM:  
Donna Ziegler, County Counsel

By:   
Anika Campbell-Belton

DocuSigned by:  
  
By: 41E878ED27CC4CF...  
K. Scott Dickey  
Assistant County Counsel

**THIRD AMENDMENT TO AGREEMENT**

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and Genice Jacobs, (“Contractor”) with respect to that certain agreement entered by them on April 1, 2018 (referred to herein as the “Contract”) pursuant to which Contractor provides marketing consultant and project management services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. The term of the Agreement is currently scheduled to expire on December 31, 2020. As of the Effective Date, the term of the Agreement is extended through December 31, 2021.
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed thirty-six thousand, five hundred dollars (\$36,500). As a result of these additional services the not to exceed amount has increased from seventy thousand, four hundred dollars (\$70,400) to one hundred-six thousand, nine hundred dollars (\$106,900) over the term of the Agreement and any amendments.
3. Item 20 of the Standard Services Agreement has been amended as follows:

The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to 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. Said payment shall be computed in accordance with Exhibits B and B-1 hereto, provided that the maximum amount

payable to Contractor shall not exceed one hundred-six thousand, nine hundred dollars (\$106,900) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

4. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Third Amendment and Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

5. The following Exhibits are attached to this Third Amendment and are hereby incorporated into this Amendment by this reference:

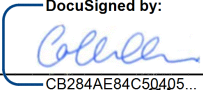
- Exhibit A-1, Definition of Services
- Exhibit B-1, Payment Terms
- Exhibit C, Insurance Requirements

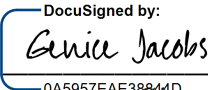
- Exhibit D, Debarment and Suspension Certification
  - Exhibit E, Contract Compliance Reporting Requirements
6. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be effective as of the date this Third Amendment is executed by the County.
7. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

**IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/GENICE JACOBS

By:  \_\_\_\_\_  
DocuSigned by: CB284AE84C50405...  
 Signature

By:  \_\_\_\_\_  
DocuSigned by: 0A5957EAE38844D...  
 Signature

Name: Colleen Chawla  
(Printed)

Name: Genice Jacobs  
(Printed)

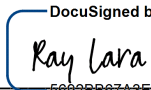
Title: Agency Director

Title: Consultant

Date: 4/28/2021

Date: 4/28/2021

Approved as to Form:  
DONNA R. ZIEGLER, County Counsel

By:  \_\_\_\_\_  
DocuSigned by: 5692BB67A3E74BC...  
 Raymond Lara, Sen. Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Third Amendment in his/her authorized capacity and that by his/her signature on this Third Amendment, he/she or the entity upon behalf of which he/she acted, executed this Third Amendment.
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**EXHIBIT A-1  
DEFINITION OF SERVICES**

Contracting Department	<u>Alameda County Emergency Medical Services Agency</u>
Contractor Name	<u>Genice Jacobs</u>
Third Amendment Period	<u>January 1, 2021 – December 31, 2021</u>
Type of Services	<u>Marketing Consultant and Project Management</u>
Procurement Contract No.	<u>21959</u>
Amount	<u>\$36,500 for this exhibit (\$106,900 total contract amount)</u>

1. Contracted Services

Genice Jacobs (“Contractor”) shall provide marketing consultation and project management services to Alameda County Emergency Medical Services Agency (“County”) for continued County-wide public awareness and information campaign designed to educate non-medically trained members of the public regarding how to effectively control severe bleeding. Hemorrhage control techniques emphasized are direct pressure and tourniquet application.

2. Contracted Term

The term of this contract is from April 1, 2018 through December 31, 2021.

3. Contract Deliverables per the Third Amendment

Contractor shall provide the following services through December 31, 2021:

In addition to the deliverables outlined in Exhibit A of the original contract beginning April 1, 2018, Contractor shall also complete the following additional project activity to expand the number of views and impressions of the developed Stop the Bleed campaign. The Contractor will continue to research and coordinate effective media development and distribution based on materials and partnerships created during the original contract.

During 2021, contractor will also:

- Facilitate production and distribution of video media,
- Contact varied means to secure PSA delivery, including leveraging existing Alameda County agency and partner social media resources, and
- Develop collaborative partnerships with other initiatives to advance Alameda County emergency preparedness efforts.

**REVISED EXHIBIT B-1  
PAYMENT TERMS**

**1. Budget Summary (04/01/2018 to 12/31/2021)**

PROGRAM SERVICE EXPENDITURES	TOTAL	CONTRACT TOTAL
Original Contract Amount	\$30,900	
First Amendment Amount		
Marketing consultant services continued for Stop the Bleed Public Awareness & Information Campaign 2019	\$19,500	
Second Amendment Amount		
Marketing consultant services continued for Stop the Bleed Public Awareness & Information Campaign 2020	\$20,000	
Third Amendment Amount		
Marketing consultant services continued for Stop the Bleed Public Awareness & Information Campaign 2021	\$36,500	
<b>TOTAL NEW NOT TO EXCEED AMOUNT</b>		<b>\$106,900</b>

County is not obligated to pay actual expenses exceeding the amounts set forth in the Budget Summary, unless prior written approval for these expenses has been obtained and appropriate budget adjustments made so that the total budget amount is not exceeded.

**2. Terms and Conditions of Payment**

- A. The total amount of reimbursement under the terms of this Agreement shall not exceed *one hundred-six thousand nine hundred dollars* (\$106,900.00). This cost includes all taxes and all other charges. Funds shall be solely in support of the project’s program budget.
- B. Contractor shall submit progress reports on the following schedule:
  - a. (2021) February - March, April - May, June – July, August - September
- C. County shall use best efforts to process invoices submitted for reimbursement by contractor within *forty-five (45)* days of receipt of invoice, reports and any other back up documentation as requested.

**3. Invoicing Procedures**

County shall pay Contractor *eleven thousand, five hundred dollars* (\$11,500) upon signature of this third amendment by both parties for continued costs and process 3 additional payments as follows: two payments of *eight thousand, three hundred and thirty-three dollars* (\$8,333)

and one payment of *eight thousand, three hundred and thirty-four dollars* (\$8,334) will be paid upon receipt of 3 separate invoices on March 31, 2021; May 31, 2021 and August 31, 2021.

Invoice Schedule:

SERVICE PERIOD	INVOICE AMOUNT
Original Contract	\$30,900
First amendment	\$19,500
Second amendment	\$20,000
Continued cost (due upon third amendment execution)	\$11,500
January 1 – March 31, 2021	\$8,333
April 1 – May 31, 2021	\$8,333
June 1 - August 31, 2021	\$8,334
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$106,900</b>

All invoices shall include PO Number, Service Period, and Invoice Number, accompanied by any reports and documentation, and should be sent to:

Alameda County Emergency Medical Services  
ATTN: Elsie Kusel  
1000 San Leandro Blvd., Suite 200  
San Leandro, CA, 94577

Or electronically to:  
Elsie Kusel  
[Elsie.kusel@acgov.org](mailto:Elsie.kusel@acgov.org)

EXHIBIT C

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of 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.</li> <li><b>DURATION OF COVERAGE:</b> 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.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li><b>INSURER FINANCIAL RATING:</b> 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.</li> <li><b>SUBCONTRACTORS:</b> 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.</li> <li><b>JOINT VENTURES:</b> 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"> <li>- 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.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> 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.</li> </ol>	



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
04/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sagacious Insurance Services 800 S. Broadway, Suite 101  Walnut Creek CA 94596		<b>CONTACT NAME:</b> Angelique Lopez <b>PHONE (A/C, No, Ext):</b> (888) 654-8884 x 3 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> alopez@sagaciousins.com	
<b>INSURED</b>  Genice Jacobs 4060 Oakmore Rd  Oakland CA 94602		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Sentinel Insurance Company,Ltd <b>NAIC #</b> 11000 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		57SBABK4415	4/4/2021	4/4/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			57SBABK4415	4/4/2021	4/4/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is named **Additional Insured** as respects liability arising from the operations of the named insured only per form SS 00 08 04 05 attached.

<b>CERTIFICATE HOLDER</b>  County of Alameda Emergency Medical Services Attn: Perry Santiago 1000 San Leandro Blvd. #200 San Leandro CA 94577	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Maurya Perkins
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**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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.

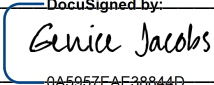
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: Genice Jacobs

PRINCIPAL: \_\_\_\_\_ TITLE: MS.

SIGNATURE:  DATE: 4/28/2021

## 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 Genice Jacobs, (“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



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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

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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

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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.

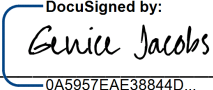
D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors 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:**

By (Signature):  \_\_\_\_\_  
0A5957EAE38844D...  
Genice Jacobs

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

Title: \_\_\_\_\_ MS .