



Colleen Chawla

Director

1000 San Leandro Boulevard  
Suite 300  
San Leandro, CA 94577

TEL (510) 618-3452  
FAX (510) 351-1367

Health.AlamedaCountyCA.gov

June 12, 2024

The Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street  
Oakland, California 94612

**SUBJECT: APPROVE THE STANDARD SERVICES AGREEMENT WITH  
LYNETTE WONG TO PROVIDE INFANT DEVELOPMENT RELATED  
SERVICES FOR ALAMEDA COUNTY PUBLIC HEALTH  
DEPARTMENT, FAMILY HEALTH SERVICES**

Dear Board Members:

**RECOMMENDATION:**

Approve Standard Services Agreement (Procurement Contract No. 27361) with Lynette Wong (Location: Lafayette) to provide consultation as an infant development specialist for the retroactive period 7/1/24 – 6/30/26 in the amount not to exceed \$100,000.

**DISCUSSION/SUMMARY:**

Alameda County Health Public Health Department (ACPHD), Family Health Services (FHS) Division – Maternal, Paternal, Child, Adolescent Health (MPCAH) unit seeks to contract an Infant Development Specialist Consultant to provide direct client services in the home and/or at community-based locations to children 0-3 years with, or at high risk for, developmental disabilities. The consultant will work collaboratively with Public Health Nurse Case Managers to evaluate at-risk infants and children for delays in motor, cognitive, language, and social domains. The consultant will: create treatment plans for children with identified delays and their families; monitor their progress; connect families to local resources as needed; and provide education and consultation to Public Health Nurses. Your Board is requested to retroactively approve this Standard Services Agreement as the SLEB waiver was approved late.

The home visiting model of care has been shown to be an effective method of supporting families, particularly as part of a comprehensive and coordinated system of services. With over 17,300 annual births in Alameda County of which 4,500 are born to women on MediCal, providing family support services to this population is critical to improving outcomes for young children and their families. ACPHD requests your Board to approve the Standard Services Agreement listed in the above recommendation to contract with an infant development specialist consultant to provide developmental screenings and



The Honorable Board of Supervisors

June 12, 2024

Page 2 of 2

assessments, and relationship based, family centered developmental interventions for the priority population.

**SELECTION CRITERIA:**

On January 22, 2024, Informal Request for Proposal (IRFP) No. ACPHD-MPCAH-1015 was issued by the General Services Agency (GSA). This contracting opportunity was posted on GSA's Contracting Opportunities website and was sent to 4,129 subscribers of GSA's Goods and Services – Current Contracting Opportunities. Ads for this project were advertised in The Inter-City Express on January 24, 2024, and the Oakland Post on January 31, 2024. An email was also sent to the Chambers of Commerce e-mail group. ACPHD conducted additional outreach to 951 vendors.

On the due date of February 20, 2024, a total of three (3) proposals were received. Upon initial management and fiscal review, two (2) bids met the minimum requirements to be forwarded to the County Selection Committee (CSC) for evaluation. After thorough evaluation by the CSC, Lynette Wong received the highest ranking among the two (2) qualified bids received and was recommended for the contract award.

The CSC determined that the bidder recommended for award met the full scope of requirements as stated in the RFP and demonstrated a very good understanding of the County's need to provide direct client services in the home and/or at community-based locations to children 0-3 years with, or at high risk for, developmental disabilities.

The GSA-Office of Acquisition Policy approved SLEB Waiver No. 9441 (waiver expiration date: 6/30/2026) authorizing the contracting process to proceed with the SLEB requirements waived.

**FINANCING:**

Funding for this recommendation (\$100,000) comes from Federal funds for the Special Start Program and is included in the ACPHD Fiscal Year 2024-2025 Approved Budget. Approval of this recommendation will have no impact to net County cost.

**VISION 2026**

Engagement of an Infant Development Specialist to support health equity, increase access to services, and improve health emergency response meets the 10X goal pathway of **Healthcare for All** in support of our shared visions of a **Thriving & Resilient Population**.

Sincerely,

DocuSigned by:

*Aneeka Chawla*

F200289PBMG641D  
For *Aneeka Chawla*, Director  
Alameda County Health



## OFFICE OF AQUISITION POLICY (OAP)

25329

### REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS

#### For Federal grant funds:

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance & Reporting (OCCR) prior to soliciting bids/proposals and awarding contracts. For further information contact OCCR at ACSLEBcompliance@acgov.org.

---

#### **For ALL Requests over \$3,000 and for Non-Federal SLEB waivers:**

Requests must be completed and submitted online. The automated SLEB waiver requests can be found under the "For Work" section.

See "Online SLEB Waiver Request". Complete #1-#9 below, complete #10 if over \$100,000 (First Source applies).

Attach supporting documentation including 2 quotes or approved Sole Source/Piggybacks (must have both the Questionnaire and Finding Memo).

For questions, or if you are unable to access/log in to the automated system, you can contact OAP at gsa-oapslebwaivers@acgov.org.

---

#### **SLEB Waivers:**

Procurement Policy and Procedures Overview (<https://alcoweb.acgov.org/gsaapps/slebwaiver/ppp.htm>)

PO Checklist (<https://alcoweb.acgov.org/gsaapps/slebwaiver/po.htm>)

SLEB Waiver Numbers will be issued as required to enter a Procurement Contract in ALCOLINK. Processed SLEB waivers will receive an automated email from OAP.

***NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.***

---

#### **1. Please check appropriate box and complete department/contact information below.**

<input checked="" type="checkbox"/> Requesting Department	<input type="checkbox"/> GSA Procurement managing the competitive process	Department: <input type="text" value="Public Health"/>	Primary: <input type="text" value="Nancy Ceja"/>	Email: <input type="text" value="Nancy.Ceja2@acgov.org"/>	Telephone: <input type="text" value="(510)208-1113"/>
(Optional)		Secondary: <input type="text" value="Tamarra Brown"/>	Email: <input type="text" value="Tamarra.Brown2@acgov.org"/>	Telephone: <input type="text" value="(510)267-8083"/>	
GSA Procurement/Auditor:		Contact Name: <input type="text" value="GSA-Buyer"/>	Email: <input type="text" value="GSA-Buyer@acgov.org"/>	Telephone: <input type="text" value="(510)208-9600"/>	

---

#### **2. Recommended Vendor**

PO#:  REQ#:

Country:

Street:  City:  State:  Zip:

---

#### **3. Procurement Type (check all appropriate boxes below):**

New Contract  Renewal  Contract Amendment-Term  Contract Amendment-  Other

---

#### **4. Total PO/Contract Value (including increase,**

; Increase Value (if

Contract Term Start:

End Date:

OR One-Time Purchase:

**5. Goods/Services Procurement Description:**

Infant Development Specialist Consultant to provide in home relationship-based, family-centered developmental interventions.

**6. Brief explanation of why goods/services are**

The consultant can assess and identify developmental issues and appropriately guide the family. Such an expert would allow for timely and accurate identification of delays, would allow for more robust family support and education, and would allow for any developmental concerns to be effectively managed by a professional well-versed in child development.

**7. Date Goods/Services Needed:**

07/23/2024

**a. What are the consequences if the date goods/services needed is**

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

**8. Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:**

Three bids were received, one bid was disqualified for being incomplete. The Non-SLEB contractor participated in the competitive process and took exception to the SLEB Program requirements. The contractor was selected by the CSC as the most qualified to provide the services requested in the IRFP. This procurement is for a part-time consultant offering specialized services.

**9. IF APPLICABLE: New Sole Source submitted to Procurement**

OR Existing Approved Exception on

OR Not

**10. Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s),**

Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section

a. IRFP was posted on the GSA Current Contracting Opportunities and LinkedIn websites on January 22, 2024. An EGOV bulletin was sent to 4129 subscribers of GSA Goods & Services - Current Contracting Opportunities. The IRFP was advertised in the The Inter-City Express on January 24, 2024 and the Oakland Post on January 31, 2024. An email was also sent to the Chambers of Commerce email group. In addition, the IRFP was sent out to an outreach list that consisted of contacts provided by program and 286 contacts that came from the SLEB Supplier Query System for the following NAICS codes: 621610 Home Health Services, 624190 Other Individual and Family Services, 624110 Child and Youth Services.

b. The services requested in the IRFP are for a part-time consultant offering specialized services, subcontracting was not feasible.

c. N/A

**Supporting Documents:**

IRFP ACPHD-MPCAH-1015 Infant  
Development Specialist.pdf  
Lynette Wong\_RFP No. ACPHD-  
MPCAH-1015.pdf  
Center for Early Childhood  
Connections\_IRFP ACPHD-MPCAH-  
1015.pdf  
Eval Panel Score Sheet\_\_ACPHD-  
MPCAH-1015\_FINAL\_GSA.xlsx

**11 If the contract is over \$100,000, is the recommended vendor able to comply with the First Source**

Yes:  No:  If No,

Expedite  *(Check this box to expedite processing)*

12. Department Certification: I certify to the accuracy of the preceding statements,

TBROWN1

**Signature of Agency/Department Head  
or Designee or GSA Procurement Manager (if GSA Procurement managed the**

Tamarra Brown

**Print Name**

04/22/2024

**Date**

---

**OAP to complete below:**

**A. Request Approved:**

**Waiver Valid Through:**

06/30/2026

**SLEB Waiver Number:**

9441

Reason:

**B. Request Denied:**

Reason:

**C. Disregard:**

Reason:

**D. Other:**

Reason:

ARROYOL

07/23/2024

**Signed by GSA-Office of Acquisition Policy (Required)**

**Date**

\*Primary Requestor - Main Contact \*\*Secondary Requestor - Backup Contact

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2024, is by and between the County of Alameda, hereinafter referred to as the "County", and Lynette Wong, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Infant Development Specialist services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Infant Development Specialist Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Specific Requirements and Deliverables/Reports
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contracting Compliance Reporting Requirements
Exhibit F	HIPAA Business Associate Agreement

The term of this Agreement shall be from July 1, 2024 through June 30, 2026.

The compensation payable to Contractor hereunder shall not exceed one hundred thousand dollars (\$100,000) for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

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

COUNTY OF ALAMEDA

By: \_\_\_\_\_



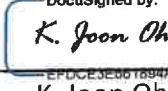
Signature

Name: **NATE MILEY**  
(Printed)

Title: President of the Board of Supervisors

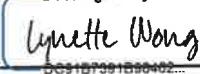
Date: 8/13/2024

Approved as to Form:  
Donna R. Ziegler, County Counsel

By:   
K. Joon Oh, Deputy County Counsel

LYNETTE WONG

DocuSigned by:

By: 

5051B7091B90402

Signature

Name: Lynette Wong  
(Printed)

Title: Infant Development Specialist

Date: 6/11/2024

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

## GENERAL TERMS AND CONDITIONS

- INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

- INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively

“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s 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 County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers’ Compensation insurance, as applicable, at Contractor’s own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers’ Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, 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 voluntary 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.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any

other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
1100 San Leandro Blvd., Suite 120  
San Leandro, CA 94577  
Attn: Anna Gruver

To Contractor: Lynette Wong  
3288 Marlene Drive  
Lafayette, CA 94549  
Attn: Lynette Wong

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- b. Contractor shall, if requested to do so by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's

employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** 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 Exhibit B hereto, provided that the maximum amount payable to Contractor for its Infant Development Specialist Services shall not exceed \$100,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on: SLEB Waiver Number 9441 and Expiration Date 6/30/2026.

**However, if circumstances or the terms of the contract should change,** Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation web-based compliance system (see Exhibit E).

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively,

“Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

1. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
2. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.
3. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. **EXTENSION:** This agreement may be extended for up to an additional 3 years by mutual agreement of the County and the Contractor.

36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A**

**DEFINITION OF SERVICES**

1. Contractor shall provide in-home relationship-based, family-centered developmental interventions. Services as an Infant Development Specialist with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consist of the following:

**Exhibit A-1 Specific Requirements and Deliverables**

- a. This Exhibit A has been drafted to include the requirements contained in the Informal Request for Proposal No. ACPHD-MPCAH-1015 (IRFP), including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the IRFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the IRFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
  - b. The IRFP and Response, which are incorporated into this Agreement by this reference, may be relied upon to interpret this Agreement and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Lynette Wong	Infant Development Specialist Consultant	510-559-8316	Lynette.wong808@gmail.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

## EXHIBIT A-1

### SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

#### SPECIFIC REQUIREMENTS

As the Infant Development Specialist Consultant, the Contractor must provide home support to formally assess the high risk needs of developmentally at-risk children ages 0-3 years, and maintain a caseload of families to provide assessment, support, education and developmental guidance. Services must also include screening, referrals, and linkages to community providers. Contractor must serve families in Alameda County.

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

1. Contractor must create and document treatment plan for clients demonstrating developmental delay or risk for developmental delay.
  - a. Minimum of 30 cases per year for documented intervention plan, education, and follow-up.
2. Contractor must provide support, education, and developmental guidance to the families of children served.
3. Contractor must provide linguistically appropriate services, including by utilizing AC Health, Public Health Department's (ACPHD) language line as may be needed.
4. Contractor must maintain a caseload of specialized families who demonstrate developmental need.
5. Contractor must serve as a skilled resource specialist in professional discipline for vulnerable high risk pediatric clients, their families, and providers; provides professional individual and group consultation to case managers and other multidisciplinary team members.
6. Contractor must plan and provide home based developmental intervention services to a caseload of young children and their families in the home and at community-based locations.
7. Contractor must coordinate with other community service providers on behalf of the needs of the children and families on their caseload. Must serve as an advocate for families and children's services to enhance positive health outcomes for children in health and social

systems; assist clients in connecting with essential health systems; act as liaison between various programs serving at-risk children and families.

8. Contractor must administer any needed developmental screenings and assessments as required by the program.
  - a. Minimum of 30 cases per year for assessments
9. Contractor must refer eligible children for developmental services as needed – e.g., Regional Center, California Children's Services (CCS), etc.
  - a. Contractor must refer a minimum of 10 cases per year.
10. Contractor must assist 100% of children/families served with transition planning to services once program services end.
11. Contractor must document client activities as required by program, including evaluation of developmental progress and attainment of program goals.
12. Contractor must participate as part of a multidisciplinary team attending required meetings and monthly check-ins.
13. Contractor must assist team members to develop, expand, and adapt social, emotional, and professional skills in development of effective long-term relationships with infants, caregivers and other family member through shared home visits and consultation services.
14. Contractor must support team members in developing assessment, prevention, and intervention skills for target population; train team members to recognize and refer family members with significant developmental concerns to various specialized programs.
15. Contractor must maintain effective working relationships with clients, their families, departmental staff, outside agencies and the general public.
16. Contractor must provide at least 1 in-service training on developmental topic to team per year.
17. Contractor must serve as a consultant to nurse case managers in Special Start.
18. Contractor must complete required trainings to total 6 hours: ECChange database training, MPCAH Orientation, Special Start Standards and Overview.
19. Contractor is required to attend one monthly Special Start team case conference meeting (1 hour in duration). The contractor is invited, but not required, to attend weekly team meetings and monthly MPCAH All-Staff meetings.

## **DELIVERABLES / REPORTS**

1. Contractor must collect and compile data as required by program.
2. Contractor must chart encounters, assessments, plans and referrals in ACPHD electronic record system (ECChange)

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

**EXHIBIT B**

**PAYMENT TERMS**

**A. Reimbursement**

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt, review, and approval of invoice, required report, and any supporting documentation requested..

Period of Funding	Total Contract Amount
July 1, 2024 – June 30, 2026	\$100,000

2. Total payment under the terms of this Agreement will not exceed the total amount of one hundred thousand dollars (\$100,000). This cost includes all taxes and all other charges.
3. Funds shall be used solely in support of the project's budget. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the Maternal, Paternal, Child, and Adolescent Health Director. Project Budget:

	Description	Cost per Hour	# of Hours per Year	Cost for 2 Years
1	<b>Screening and Assessment for 30 children per year</b> – Provide screening and/or assessments of children's developmental capacities and develop treatment plans to be charted in ECCHANGE	\$155	150	\$46,500
2	<b>Joint home visits with nurse case managers</b> – This includes support, education, implementation of treatment plans, and developmental guidance for the family.	\$155	60.58	\$18799.80
3	<b>Individual and Group Consultation</b> - Provide individual and small group consultation to nurses and MDT members to develop and expand their knowledge base and understanding of typical and	\$155	43	\$13,330

	atypical development in the context of their caseload.			
4	<b>Trainings for Special Start Staff -</b> Provide professional development trainings 2 per 2-year contract.on specialized developmental topics to be jointly determined by contractor and Special Start staff. This includes prep, administration and evaluation.	\$155	6	\$1,860
5	<b>Provide advocacy, referrals, coordination, navigation and transition planning for a minimum of 10 children per year -</b> This will focus on coordinating with essential health systems, community systems of care and specialized resources serving children with developmental challenges including Help Me Grow, RCEB, CCS, Speech, OT, PT services, Special Education	\$155	37	\$11,470
6	<b>Participate in monthly MDT case conferences -</b> Provide the developmental perspective as part of the MDT	\$155	12	\$3,720
7	<b>Participate in trainings identified by County -</b> ECCHANGE, MPCAH orientation, Special Start Standards and overview	\$155	6	\$1,860
8	<b>Attendance at other Special Start meetings as determined by the Special Start Manager</b>	\$155	8	\$2,480
<b>Total Budget</b>				<b>\$99,999.80</b>

#### B. Invoicing Procedures

1. Invoices will be reviewed for approval by the County, Alameda County Health Care Services Agency – Public Health Department.
2. Contractor shall invoice the County monthly based on actual expenses incurred. Invoices shall be submitted for the following periods:

<b>Monthly</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>
<b>1</b>	July 1 – July 31, 2024	August 10
<b>2</b>	August 1 – August 30, 2024	September 10, 2024
<b>3</b>	September 1 – September 30, 2024	October 10, 2024
<b>4</b>	October 1 – October 31, 2024	November 10, 2024
<b>5</b>	November 1 – November 30, 2024	December 10, 2024
<b>6</b>	December 1 – December 31, 2024	January 10, 2025
<b>7</b>	January 1 – January 31, 2025	February 10, 2025
<b>8</b>	February 1 – February 28, 2025	March 10, 2025
<b>9</b>	March 1 – March 31, 2025	April 10, 2025
<b>10</b>	April 1 – April 30, 2025	May 10, 2025
<b>11</b>	May 1 – May 31, 2025	June 10, 2025
<b>12</b>	June 1 – June 30, 2025	July 10, 2025
<b>13</b>	July 1 – July 31, 2025	August 10, 2025
<b>14</b>	August 1 – August 30, 2025	September 10, 2025
<b>15</b>	September 1 – September 30, 2025	October 10, 2025
<b>16</b>	October 1 – October 31, 2025	November 10, 2025
<b>17</b>	November 1 – November 30, 2025	December 10, 2025
<b>18</b>	December 1 – December 31, 2025	January 10, 2026
<b>19</b>	January 1 – January 31, 2026	February 10, 2026
<b>20</b>	February 1 – February 28, 2026	March 10, 2026
<b>21</b>	March 1 – March 31, 2026	April 10, 2026
<b>22</b>	April 1 – April 30, 2026	May 10, 2026
<b>23</b>	May 1 – May 31, 2026	June 10, 2026
<b>24</b>	June 1 – June 30, 2026	July 10, 2026

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 shall invoice the County in accordance with the schedule of payment in Section A above for expense incurred. Invoice with an original signature is to be mailed:

Alameda County Public Health Department  
 Maternal, Child and Adolescent Health (MPCAH)  
 Attn: Maria (Marivic) Mella  
 1100 Leandro Blvd., Suite 120  
 San Leandro, CA 94577

OR emailed to: MPCAHAdmin@acgov.org

6. 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.
7. 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.

**C. Funding and Reporting Requirements**

1. The County reserves the right to request additional information at the time an invoice is submitted, the time a quarterly progress report is submitted, or at any time thereafter. Contractor shall provide any additional information requested by County. The right of the County to request and the obligation of the Contractor to supply additional information, shall survive termination of the Agreement.
2. Contractor will cooperate with County in the preparation of and will promptly furnish any and all information required for, reports to be prepared by County and/or Contractor as contained in the rules, regulations, or requirements of, or requested by, the County, State and Federal government and the applicable funding source.
3. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow past payment based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or audit disallowances. Any disallowances or penalties resulting from said audits will be the sole responsibility of the Contractor.
4. Contractor agrees to pay a monetary penalty by way of a pass through of any penalties incurred by the County as a result of the failure of Contractor to provide fiscal or programmatic materials in a timely or complete manner required to comply with funding requirements including monetary adjustments after audits by the State or Federal government. This provision shall survive termination of this Agreement.
5. Acceptance of an invoice or payment for any services, does not release the Contractor from the requirement to provide information at a later time.
6. Contractor agrees to indemnify County for any costs incurred as a result of Contractor's failure to properly account for or document any expenditures and costs, including but not limited to those found in any audit by the County, the Federal Government, or the State of California.

**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:

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

E	<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 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.</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>
---	--

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

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

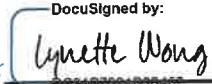
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending;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

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

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

CONTRACTOR (COMPANY): Lynette Wong

NAME/TITLE OF AUTHORIZED SIGNER: Infant Development Specialist

SIGNATURE:  DocuSigned by:  
Lynette Wong 509167091098467

DATE: 6/11/2024

**EXHIBIT E**

**COUNTY OF ALAMEDA  
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered subcontractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.

## EXHIBIT F

### 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 Lynette Wong, ("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

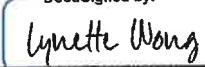
secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- 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: Lynette Wong

DocuSigned by:

By (Signature):  Lynette Wong  
DC9187391B96462...

Print Name: Lynette Wong

Title: Infant Development Specialist