COUNTY OF ALAMEDA

**health care services agency**

**REQUEST FOR PROPOSAL (RFP) No. HCSA-900621**

**For**

**COALITIONS TO EXPAND COVID-19 VACCINE ACCESS**

**AND SUPPORT COMMUNITY RESILIENCE**

|  |  |
| --- | --- |
| **RFP Release Date** | June 2, 2021 |
| **Virtual Bidders Conference** | June 9, 2021 9:00 AM  Join Zoom Meeting  <https://us02web.zoom.us/j/89603762075?pwd=OHJmRlJYZEZjWTVPMVIyanZ4WEJEQT09>  Meeting ID: 896 0376 2075  Passcode: 017157  One tap mobile  +16699009128,,89603762075#,,,,\*017157# US (San Jose)  +13462487799,,89603762075#,,,,\*017157# US (Houston)  Dial by your location          +1 669 900 9128 US (San Jose)  +1 346 248 7799 US (Houston)  +1 253 215 8782 US (Tacoma)  +1 312 626 6799 US (Chicago)  +1 646 558 8656 US (New York)  +1 301 715 8592 US (Washington DC) Meeting ID: 896 0376 2075  Passcode: 017157  Find your local number: <https://us02web.zoom.us/u/kQdafZeGJ> |
| **Bidder Questions Due** | June 9, 2021 by 5:00 PM |
| **List of Attendees** | June 11, 2020 |
| **Question and Answer/Addendum Release** | June 17, 2021 |
| **Response Due Date** | July 7, 2021 by 2:00 PM  Email submission to [**Laniana.Lewaseni@acgov.org**](mailto:Laniana.Lewaseni@acgov.org) |
| **Official Award Notification** | July 30, 2021 |
| **Contract Term** | August 1, 2021 —June 30, 2023 (with the option to renew) |
| **For information about this project,**  **please contact** | **Laniana Lewaseni**  [**Laniana.Lewaseni@acgov.org**](mailto:Laniana.Lewaseni@acgov.org) |

**Note:** Award and start dates are approximate.

**SECTION 1: INTRODUCTION**

**INTENT**

It is the intent of this Request for Proposal (RFP) to award contract(s) to qualified community-led coalitions that come together as a joint venture, or as a prime bidder with proposed subcontractors, if applicable. Awarded coalitions will provide the Alameda County Health Care Services Agency (HCSA) with comprehensive community engagement and Vaccination Point of Dispensing (POD) customer/client support services to expand COVID-19 vaccine access and support community resilience to respond to the COVID-19 pandemic.

**Awarded Bidder(s) shall plan and implement services for the following services to increase equitable access to the COVID-19 vaccine:**

1. **Community Engagement Services:** Multi-lingual Outreach, Prevention, Health Promotion, Education, Social Marketing to engage and recruit priority populations to Vaccination PODs[[1]](#footnote-2). Targeted and deep outreach designed to mobilize demand for and drive people to PODs and other COVID-19-related services are encouraged. Community recovery and resilience initiatives, especially in Year 2, can include mobilization efforts, strategic planning, public awareness raising, expanded fit-for-purpose partnerships, amplified linkage to resources, prevention, and social marketing designed to sustain health at the neighborhood and population levels. Creative approaches are welcomed, including but not limited to those that leverage social networks, popular opinion leaders, and social media influencers;and
2. **Vaccination POD Customer/Client Support Services:** Flow Control, Multi-lingual Greeters, Interpretation, and Multi-lingual Registration services.

While the County is seeking proposals from and intends to award contracts to Coalitions (either as a Joint Venture, or as Prime Bidder with proposed subcontractors (see definitions below)), the County also intends to award a limited number of contracts to Bidders that are Single Organizations (only for Community Engagement Services), depending on need and funding availability. Coalitions will be prioritized for contract award, as a strategy for providing a coherent, comprehensive range of COVID-19-related support services.

The County will award up to **$10 million** to support up to 6 community-led coalitions. In addition, the County will award up to **$2 million** to single organizations to provide community engagement services. The grant period is expected to be 23 months with the option to renew, contingent on available funding.

Bidders can submit a bid response (application) in one of three ways:

1. **Coalition (Joint Venture)**: A coalition of at least 2 organizations and up to 6 organizations submit one bid response as a Joint Venture. A Joint Venture is when two or more organizations agree to lend their efforts, and expertise in order to carry out a common purpose to support the delivery of comprehensive outreach and engagement, and Vaccination Point of Dispensing (POD) customer/client support services to support COVID-19 vaccination delivery. Each organization must be a corporation, limited liability company, or limited partnership registered with the California Secretary of State. One organization will serve as the Coalition Lead, responsible for coalition governance, oversight, and administration. Awarded Joint Venture Bidder(s) will receive a single contract award with a scope of work and budget for each member of the joint venture.
   1. Coalition (Joint Venture) will carry out each of the following functions:
      1. Coalition Lead Organization Only – Coalition governance, oversight, and administration.
      2. Community Engagement Services.
      3. Vaccination POD Customer/Client Support Services.
2. **Coalition (Prime Bidder/Coalition Lead with proposed subcontractors):** Coalition lead (responsible for coalition governance, oversight, and administration subcontracting to coalition partners), submits one bid response on behalf of the coalition, with at least one other and up to 5 coalition members as proposed subcontractors. The Coalition lead must be a corporation, limited liability company, or limited partnership registered with the California Secretary of State. The non-lead coalition members designated as subcontractors to the Coalition Lead must have assigned deliverables in the scope of work. In this agreement, the prime bidder/coalition lead will be awarded the County contract, and will be responsible for managing the scope of work, budget, and payment of all coalition subcontractors.
   1. Coalition will carry out each of the following functions:
      1. Coalition Lead Organization Only – Coalition governance, oversight, administration, and subcontracting to coalition partners.
      2. Community Engagement Services.
      3. Vaccination POD Customer/Client Support Services.
3. **Single Organization (Prime Bidder):** One organization (a corporation, limited liability company, or limited partnership registered with the California Secretary of State) submits a bid response for **ONLY** Community Engagement Services.

Bidders that submit a bid response as a Coalition (either as a Joint Venture, or a Prime Bidder with proposed subcontractors) must propose a Coalition Lead and provide both community engagement AND vaccination POD customer/client support services. Bidders that submit a bid response as a Single Organization may only propose to provide community engagement services. Communications, design, and social marketing companies are welcome to apply or to become a member of a coalition. The County reserves the right to curate coalitions depending on bid responses received and based on the expressed needs of residents in prioritized communities. Bidders are welcome to include the use of stipends in their strategies for engaging with smaller grassroots organizations and individual community outreach and education workers.

Services will be targeted to the following priority populations:

1. All vaccine-eligible persons LIVING in underserved areas: East Oakland, City of Fremont, Fruitvale/San Antonio, South Hayward, Unincorporated Ashland/Cherryland, and West Oakland.
2. Black, African American, Latino/a/x, Native American, and Pacific Islander communities.
3. Residents living in the prioritized zip code areas who identify as Lesbian, Gay, Bisexual, Transgender, Questioning, and Non-Binary.
4. Day Laborers.
5. Disconnected and/or Transitional Age Youth.
6. Formerly incarcerated.
7. Households with limited English proficiency.
8. Households with low digital access or literacy.
9. Survivors of trauma and violence, including intimate partner violence.
10. Those experiencing housing insecurity/unsheltered/homeless.
11. Undocumented and indigenous immigrants or refugees.

The number and location of POD vaccination sites that Awarded Bidder(s) will support will be confirmed by Alameda County based upon COVID-19 case and vaccination rates in identified prioritized neighborhoods. Contract award(s) will be prioritized for locations where communities currently experience high cumulative COVID-19 case rates and disproportionately low vaccine rates, based on case zip code data.  Additional awards will be based on Countywide coverage and additional populations and subpopulations experiencing high transmission rates and disproportionate vaccination rates.

## ACPHD will work with community-based partners to build upon resiliencies and move toward a post-pandemic recovery that continuously addresses inequities while successfully meeting the demands of future public health emergencies.

The County intends to award contracts from August 1, 2021- June 30, 2023 (with the option to renew, if community need persists and if vaccine supply remains available) to the Bidder(s) selected as the most responsible Bidder(s) whose response(s) conforms to the RFP and meets the County’s requirements.

**BACKGROUND SUMMARY**

The COVID-19 pandemic has taken a toll on Alameda County residents. As of May 22, 2021, there have been 88,545 cumulative cases of COVID-19 and 1,679 COVID-related deaths. Black, African American, Latino/a/x, and Pacific Islander communities bear disproportionate disease burden, with higher infection and death rates in these groups. Historically, in several neighborhoods in Alameda County where large concentrations of low-income people of color live, residents face significant barriers to accessing health care. These challenges include poverty, overcrowded housing, language barriers, unfamiliarity with modern technology, long work hours, unfair working conditions, and institutional distrust. Populations in these neighborhoods also have higher rates of other communicable and chronic disease compared to the rest of the County. This pattern has continued during the pandemic, with these same populations and neighborhoods experiencing the highest rates of COVID-19 infection.

Although we have learned a great deal about COVID-19 and SARS-CoV2, the virus that causes it, much remains unclear for the future. While “herd immunity” may be a possibility, particularly with improvement in vaccine options on the horizon, it is likely that COVID-19 will continue to impact human populations, indefinitely. Several factors inform this projection including vaccine uptake, global vaccine supply, vaccinating youth, variants of concern, the possibility of waning immunity, decreased public tolerance for COVID-19 restrictions, and possible future surges.

Vaccinating all Alameda County residents is a top priority and aligned with HCSA’s Alameda County Public Health Department’s (ACPHD) 2-year COVID-19 Mitigation and Public Health Infrastructures Development Strategy. The Strategy has four goals:

1. Prevent COVID-19 infection, transmission, and serious illness.
2. Test, isolate, and support care of people with COVID-19.
3. Redress COVID-19-related racial/ethnic disparities.
4. Strengthen, align, and evaluate public health infrastructure.

Equally important are our efforts to strengthen community partnerships working to improve health, support wellness, and increase resilience. This is a cross-cutting theme in ACPHD’s 2-year Strategy.

As part of its multi-pronged response to the COVID-19 pandemic, ACPHD will contract with "community coalitions," to support COVID-19 vaccine efforts as well as to support community recovery and resilience. ACPHD is seeking proposals describing innovative strategies for reaching Alameda County residents and neighborhoods hardest hit by the COVID-19 pandemic and who remain unvaccinated. Community coalitions are intended to complement and augment existing vaccine services. ACPHD will pair coalitions with vendors providing clinical vaccination services, if and as needed. Community coalitions should be nimble and agile – able to shift gears or pivot their respective approaches and activities as epidemiologic data indicates and the pandemic evolves. This includes but is not limited to shifting operations from supporting vaccination PODs to amplifying community engagement activities.

Finally, coalitions should include a diverse range of expertise and experience and should reflect the communities they serve in terms of staffing patterns and hiring practices.

ACPHD will fund a limited number of individual organizations with proven community engagement strategies. These strategies include but are not limited to outreach, prevention, health promotion, social marketing, and interventions involving social networks, popular opinion leaders, and social media influencers.

Please review APPENDIX 1: BACKGROUND AND NEEDfor more detailed information.

**SECTION 2: SCOPE OF WORK, DELIVERABLES & PERFORMANCE MEASURES**

The scope of work prioritizes a coalition approach to reflect the County’s philosophy of providing a community-led, evidence-informed, “all hands on deck” approach to meet complex population needs. The coalition approach seeks to improve the County’s ability to respond more effectively to the current COVID-19 pandemic and support existing and emerging community-based structures ready to respond to post-pandemic needs.

Under the direction of ACPHD, the selected Awarded Bidder(s) shall provide Alameda County Health Care Services Agency with the following services and deliverables:

**Scope of Work by Awarded Bidder Type:**

1. Coalition (Joint Venture or Prime Bidder with Proposed Subcontracts): Responsible for Scope of Work Items A-C below.
2. Single Organization: Responsible for Scope of Work Item B below.
3. **Coalition Lead Scope of Work (For Coalition/Joint Venture or Coalition/Prime Bidder with Proposed Subcontractors only;)**

The Contractor serving as the Coalition Lead shall:

* Establish a collaborative culture or learning community in which Coalition partners are encouraged to leverage complementary capacities and peer exchange.
* Ensure deliverables defined in the scope of work are met.
* Oversee governance and leadership of the group and reinforce decision-making agreements.
* Advance the overall work of the coalition, regularly convenes members to monitor progress and ensures quality improvement throughout service delivery.
* Invoice Alameda County for activities related to the Coalition Lead’s agreed-upon payment schedule.
* Submit regular reports on behalf of the Coalition, including a summary of subcontractor activities.
* Prime to subcontract with Coalition members, if applicable.

1. **Community Engagement Services Scope of Work**

The Contractor(s) shall provide community engagement services to reach and engage priority populations to Vaccination PODs:

* Provide outreach, prevention, community engagement, health promotion, education, and social marketing strategies informed by proven public health best practices, culturally relevant and tailored to increase language access to populations and subpopulations living in prioritized zip codes and Healthy Places Index quartiles.
* Develop culturally relevant public health messages and materials about COVID-19 containment, treatment, prevention, and vaccines.
* Oversee the dissemination of those messages.
* Reach and engage priority sub-populations in vaccination activities, including assisting with appointment scheduling and confirmation.

The Contractor(s) shall also contribute to post-COVID community recovery and resilience by performing one or more of the following activities, if/as needed and appropriate (others may be included):

* Link prioritized populations to employment opportunities, housing, food, basic income programs, healthcare coverage, and quality health and mental health services.
* Develop programs to promote individual and community wellness through health education and meaningful community engagement.
* Meaningfully engage and mobilize communities to address the social and structural determinants of health at individual, community, and population levels by supporting civic engagement and advocacy.
* Support community-led programs designed to mitigate the disproportionate impact of future disease outbreaks or natural disasters.
* Build organizationally and technically stronger community-based organizations through training, technical assistance, peer coaching, and infrastructure development in key operational areas including but not limited to finance, governance, information systems and technology, fundraising, and human resources.
* Strengthen capacities for collecting, managing, analyzing, and applying data when developing evidence-informed programs.
* Improve systems for collecting client satisfaction and/or ensuring client input for ensuring high quality programs and services.

1. **Vaccination POD Customer/Client Support Services Scope of Work**

The Contractor(s) shall facilitate efficient and equitable Vaccination POD operations by providing a wide range of non-clinical customer/client service roles at PODs including, flow control, greeter, interpretation, and registration. These roles require individuals with strong interpersonal and customer/client service skills, who have prior experience with diverse communities, are culturally and linguistically competent, and can quickly establish rapport with community members. In some instances, depending on POD type and size, customer/client support roles may be assigned to one person.

The Contractor shall administer the following roles at PODs:

* **Flow Control** - Control theflow of people throughout the site, including registration, vaccination, and the observation area.
* **Greeters\*** – Serves as the entry to the “front-of-the-house” by greeting each person upon arrival, confirms zip code priority, and directing individuals to the next station at the PODs site. Identify persons who need translation or interpretation service; link these individuals to interpreters.
* **Interpreters\*** – Identify or receive individuals who need translation services and interpret as needed throughout the PODs. Ideally, the flow control, greeter, and registration roles are filled by individuals who are bilingual or multilingual.
* **Registration** – Provide guidance to and register clients for appointments (electronically or on a paper form) if applicable. Direct those outside of priority zip codes to another vaccination site.
* **Runners\*** – Regularly collect the completed forms and frequently deliver them to the data entry team for input into CAIRS.
* **Logistics** – Staff dedicated to coordinating and monitoring supply chains, as well as ensuring premises, assets, and communications are effectively aligned to optimize operations.

(**\***) Roles can be consolidated at smaller PODs that dispense fewer vaccinations.

Refer to APPENDIX 2: GENERAL DESCRIPTION OF VACCINATION POD SITE OPERATIONS for other COVID-19 vaccination service delivery roles not included in this RFP, and for a sample staffing model for a Vaccination POD.

**DELIVERABLES AND PERFORMANCE MEASURES**

1. Awarded Bidder(s) will provide daily reports at the close of business on the same day the PODs site operates; performance-based reporting on identified outcomes and indicators listed below are due weekly.
2. Awarded Bidder(s) will provide POD customer/client support services **at least** **3 (three) days per week**.
3. During POD operations, Awarded Bidder(s) serving as a **Coalition Lead** (or Single Organizations not part of a coalition) shall engage in regular team meetings with the ACPHD staff. The Coalition Lead will provide weekly and cumulative 30-day reports on the performance measures listed below:
   1. Number of community members reached per zip code;
   2. Number of community members who register and receive vaccine per zip code;
   3. Methods of outreach/health education dissemination, including examples of materials produced;
   4. Number of bilingual or multilingual staff on site;
   5. Numbers of referrals to the Language Line Access;
   6. Number of customer/client satisfaction surveys collected.
4. Awarded Bidder(s) shall provide weekly and cumulative 30-day reports on the performance measures listed below, for each service category:
5. Number of community members reached per zip code;
6. Number of community members who register and receive vaccine per zip code;
7. Methods of outreach/health education dissemination, including examples of materials produced;
8. Number of bilingual or multilingual staff onsite.
9. Awarded Bidder(s) shall have the cultural and linguistic competency required to successfully serve identified populations and subpopulations. This competency should be reflected at all levels of an organization, including its leadership composition, staffing patterns, and hiring practices. Cultural competency spans not just race/ethnicity and language capacity but should include an understanding of and ability to reflect clients’ shared experience, and the unique experiences of community members as they relate to gender and sexual orientation, race, age, exposure to trauma, immigration experience, mental health and physical health status, socioeconomic status, disabilities, and other risk and protective factors.
10. Selected awarded Bidder(s) shall participate in planning and development meetings with community residents, community partners, local and municipal leaders, and Alameda County agencies as needed.

**SECTION 3: REQUIREMENTS**

## BIDDER MINIMUM QUALIFICATIONS

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

1. Bidder must demonstrate participation in **ANY** partnership, network, or coalition for **any duration within the last three (3) years** as evidenced by at least one of the following: a grant agreement, memorandum of understanding with another organization, a video or written report summarizing a body of work, meeting notes, etc.
   1. Bidder **MUST** provide copies of materials to verify stated experience for Bidder Minimum Qualifications **Item A**; Documents must be clearly identified within bid response packet.
2. Bidder must demonstrate at least **two (2) years of cumulative experience** of providing culturally competent and linguistically appropriate services **in one or more prioritized zip code areas AND with at least one of the following populations**:
3. Black, African American, Latino/a/x, Native American, and Pacific Islander communities.
4. Residents living in the prioritized zip code areas who identify as Lesbian, Gay, Bisexual, Transgender, Questioning, and Non-Binary.
5. Day Laborers.
6. Disconnected and/or Transitional Age Youth.
7. Formerly incarcerated.
8. Households with limited English proficiency.
9. Households with low digital access or literacy.
10. Survivors of trauma and violence, including intimate partner violence.
11. Those experiencing housing insecurity/unsheltered/homeless.
12. Undocumented and indigenous immigrants or refugees.

The prioritized zip code areas include:

|  |  |
| --- | --- |
| **Zip** | **Neighborhood** |
| 94603 | Deep East Oakland |
| 94621 | Central East Oakland |
| 94601 | Fruitvale |
| 94544 | South Hayward |
| 94541 | Ashland-Cherryland |
| 94578 | Ashland-Cherryland (Ashland) |
| 94580 | Ashland-Cherryland (San Lorenzo) |
| 94606 | San Antonio |
| 94607 | West Oakland |
| 94538 | Fremont |

1. Bidder shall possess all permits, licenses, and professional credentials necessary to perform services as specified in the Scope of Work.

Prime Bidders may use the experience of proposed subcontractors to meet the Bidder Minimum Qualifications. Prime Bidders must meet the Bidder Minimum Qualifications in order to be considered for contract award.

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

## ADDITIONAL REQUIREMENTS

1. Awarded Bidder(s) shall leverage organizational and community cultural and language capacity to provide the services in this RFP. To support increased language access, Bidder(s) can utilize Language Line Access, a telephonic translation/interpretation service provided by the County for interpretation and translation needs. Costs for additional translation and interpretation services may be included within the bid response quote.
2. Work with the County to post translated signage into appropriate languages; Awarded Bidder(s) must acknowledge the County on print and web-based materials and adhere to County guidelines on the usage of County logos. Awarded Bidder(s) will be responsible for printing costs (costs may be included within bid response quote).
3. DEBARMENT/SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 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.

* The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov); and
* Bidders are to complete a Debarment and Suspension Certification form, Exhibit D attached, certifying bidder, its principal and their named and unnamed subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

**SECTION 4: CRITERIA FOR SELECTION**

The criteria by which each bid response will be judged are as follows for a total of 100 points possible. There are different criteria for each bidder type:

**CRITERIA FOR COALITIONS (Joint Venture or Prime Bidder with proposed subcontractors):**

1. **Qualifications** – (25 points) The extent to which the Bidder demonstrates a depth of relevant experience leading or participating in a partnership, network, or coalition, which has resulted in high-quality culturally competent and linguistically appropriate programs or services to communities with longstanding health inequities.
2. **Approach** – (40 points) The extent to which the proposed approach to service delivery meets the County’s anticipated needs for providing culturally competent and linguistically appropriate services that decrease barriers to services, including how the Bidder will engage at least one of the following populations:
3. Black, African American, Latino/a/x, Native American, and Pacific Islander communities.
4. Residents living in the prioritized zip code areas who identify as Lesbian, Gay, Bisexual, Transgender, Questioning, and Non-Binary.
5. Day Laborers.
6. Disconnected and/or Transitional Age Youth.
7. Formerly incarcerated.
8. Households with limited English proficiency.
9. Households with low digital access or literacy.
10. Survivors of trauma and violence, including intimate partner violence.
11. Those experiencing housing insecurity/unsheltered/homeless.
12. Undocumented and indigenous immigrants or refugees.
    1. **For Community Engagement Services –** The extent to which the proposed approach meets the County’s anticipated needs for providing multi-lingual outreach, prevention, health education, and/or social marketing resulting in effective and meaningful community engagement, improved health literacy, and public awareness.
    2. **For Vaccination POD Customer/Client Support Services –** The extent to which the proposed approach to service delivery meets the County’s anticipated needs for providing high quality customer/client service and support during Vaccination POD operations.
13. **Geographic Responsiveness** – (10 points) The extent of demonstrated experience serving communities in one or more of the priority zip code areas:

|  |  |
| --- | --- |
| **Zip** | **Neighborhood** |
| 94603 | Deep East Oakland |
| 94621 | Central East Oakland |
| 94601 | Fruitvale |
| 94544 | South Hayward |
| 94541 | Ashland-Cherryland |
| 94578 | Ashland-Cherryland (Ashland) |
| 94580 | Ashland-Cherryland (San Lorenzo) |
| 94606 | San Antonio |
| 94607 | West Oakland |
| 94538 | Fremont |

1. **Implementation Timeline** – (10 points) The extent to which the proposal presents a realistic and feasible timeline to implement operations, with sufficiently thorough explanation that demonstrates Bidder’s anticipated challenges, identifies factors that may impact implementation, and conveys a level of urgency the County expects of partners engaged in COVID-19 mitigation efforts.
2. **Budget** – (15 points) Should be reasonable, realistic and optimal for the requested services.

**CRITERIA FOR SINGLE ORGANIZATIONS:**

1. **Qualifications** – (25 points): The extent to which the Bidder demonstrates a depth of relevant experience leading or participating in a partnership, network, or coalition, which has resulted in high-quality culturally competent and linguistically appropriate programs or services to communities with longstanding health inequities.
2. **Approach** – (40 points) The extent to which the proposed approach meets the County’s anticipated needs for providing culturally competent and linguistically appropriate services that decrease barriers to services, including how the Bidder will engage at least one of the following populations:
   1. Black, African American, Latino/a/x, Native American, and Pacific Islander communities.
   2. Residents living in the prioritized zip code areas who identify as Lesbian, Gay, Bisexual, Transgender, Questioning, and Non-Binary.
   3. Day Laborers.
   4. Disconnected and/or Transitional Age Youth.
   5. Formerly incarcerated.
   6. Households with limited English proficiency.
   7. Households with low digital access or literacy.
   8. Survivors of trauma and violence, including intimate partner violence.
   9. Those experiencing housing insecurity/unsheltered/homeless.
   10. Undocumented and indigenous immigrants or refugees.
   11. **For Community Engagement Services –** The extent to which the proposed approach meets the County’s anticipated needs for providing multi-lingual outreach, prevention, health education, and/or social marketing resulting in effective and meaningful community engagement, improved health literacy, and public awareness.
3. **Geographic Responsiveness** – (10 points) The extent of demonstrated experience serving communities in one or more of the priority zip code areas:

|  |  |
| --- | --- |
| **Zip** | **Neighborhood** |
| 94603 | Deep East Oakland |
| 94621 | Central East Oakland |
| 94601 | Fruitvale |
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| 94580 | Ashland-Cherryland (San Lorenzo) |
| 94606 | San Antonio |
| 94607 | West Oakland |
| 94538 | Fremont |

1. **Implementation Timeline** – (10 points) The extent to which the proposal presents a realistic and feasible timeline to implement operations, with sufficiently thorough explanation that demonstrates Bidder’s anticipated challenges, identifies factors that may impact implementation, and conveys a level of urgency the County expects of partners engaged in COVID-19 mitigation efforts.
2. **Budget** – (15 points) Should be reasonable, realistic, and optimal for the requested services.

While the County is seeking proposals from and intends to award contracts to Coalitions (either as a Joint Venture, or as Prime Bidder with proposed subcontractors (see definitions on pages 2-3), the County also intends to award a limited number of contracts to Bidders that are Single Organizations (only for Community Engagement Services), depending on need and funding availability. Coalitions will be prioritized for contract award(s), as a strategy for providing a coherent, comprehensive range of COVID-19-related support services.

**SECTION 5: ADDITIONAL INFORMATION**

1. **No response will be considered for award unless submitted in full, electronically with:**
   * **One PDF file with all required documentation and submittals, and**
   * **Completed Budget Workbook (Excel file)**

**on or before July 7, 2021 at 2:00 PM to** [**Laniana.Lewaseni@acgov.org**](mailto:Laniana.Lewaseni@acgov.org)**.**

1. All questions regarding this RFP are to be submitted in writing via email **by June 9, 2021 at 5:00 PM** to [**Laniana.Lewaseni@acgov.org**](mailto:Laniana.Lewaseni@acgov.org)**.**
2. Specifications in this request for proposal are carefully prepared describing the services desired. An appropriate addendum will be issued to all applicants, if necessary, stating revisions, deletions, or additions to be made to the specifications as a result of any inquiries.
3. Alameda County Health Care Services Agency (HCSA) reserves the right to reject any and all responses and to waive any informality or irregularity that does not have a monetary consideration when it is in the best interest and advantage of HCSA to do so. A discrepancy which offers a bidder an unfair advantage will cause the bid to be disqualified.
4. In instances where the bidder provides an incomplete bid package, the bid shall be rejected in total.
5. In instances where an exception is taken to the RFP that does not meet the minimum requirements, the bid will be disqualified.
6. HCSA shall require indemnification on behalf of itself and Alameda County entities with which it enters into agreements. In addition, HCSA requires proof of general liability insurance, workers compensation insurance, and evidence of organizational or individual travel insurance.

## NOTICES OF INTENT TO AWARD/NON-AWARD

* + 1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all Bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the purchase order contract award recommendation, if any, by HCSA. The document providing this notification is the Notice of Intent to Award.

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

* + - 1. Bidder(s) chosen for award;
      2. The names of other parties that submitted complete proposals.
    1. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder(s).
    2. The submitted proposals shall be made available upon request no later than ten business days after the Notification of Intent to Award is issued.
    3. Board approval to award contract(s) is required.
    4. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder(s). Bidder may access a copy of the County Standard Services Agreement template that can be found online at:

[Standard Services Agreement Template](https://gsa.acgov.org/?document-download=U3RhbmRhcmQlMjBTZXJ2aWNlcyUyMEFncmVlbWVudCUyMFRlbXBsYXRlLmRvYyMmOGNjY2NlMDUtODQ5NS00ODU4LTk0YmQtM2ExODIwYmZkYmM0)

The template contains minimal Agreement boilerplate language only.

The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP. The County maintains the right to approve or reject a Bidder’s request to modifications to the Standard Services Agreement Template.

## BID PROTEST / APPEALS PROCESS

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

1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County’s Health Care Services Agency, ATTN: James Nguyen, Administrative and Financial Services Manager, located at 1000 San Leandro Blvd. Suite 300, San Leandro CA 94577, Fax: (510) 351-1367, before 5:00 p.m. of the **FIFTH (5th)** business day **following the date of issuance of the** **Notice of Intent to Award, not the date received by the Bidder**. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
2. The Bid protest must contain a complete statement of the reasons and facts for the protest.
3. The protest must refer to the specific portions of all documents that form the basis for the protest.
4. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
5. The County Agency/Department will transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.
6. Upon receipt of written protest, HCSA Administrative and Financial Services Manager, or designee, will review and evaluate the protest and issue a written decision. The HCSA Administrative and Financial Services Manager, may, at his/her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued within 45 days after receiving a completed written protest.

The decision will be communicated by e-mail or fax, and certified mail, and will inform the bidder whether or not the recommendation to the Board in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the RFP.

1. The decision of the HCSA Administrative and Financial Services Manager on the bid protest may be appealed to the Auditor- Controller’s Office of Contract Compliance and Reporting (OCCR) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: (510) 272-6502. The Bidder whose Bid is the subject of the protest, all Bidders affected by the HCSA Administrative and Financial Services Manager’s decision on the protest, and the protestor have the right to appeal if not satisfied with the HCSA Administrative and Financial Services Manager’s decision. All appeals to the Auditor-Controller’s OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the HCSA Administrative and Financial Services Manager, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day.
2. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
3. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP or, where appropriate, County contracting policies or other laws and regulations.
4. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the HCSA Administrative and Financial Services Manager. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
5. The decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
6. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

**EXHIBIT A – BIDDER INFORMATION SHEET**

**REQUEST FOR PROPOSAL (RFP) No. HCSA-900621, for**

**COALITIONS TO EXPAND COVID-19 VACCINE ACCESS**

**AND SUPPORT COMMUNITY RESILIENCE**

Official Name of Bidder (or Coalition-Joint Venture):

Street Address Line 1:

Street Address Line 2:

City:  State:  Zip Code:

Webpage:

Bidder Type (check one):

Coalition Joint Venture

Coalition (Prime Bidder/Coalition Lead with proposed subcontractors)

Single Organization

Type of Entity / Organizational Structure (check one); (if selected Coalition Joint Venture above, complete for Coalition Lead):

Corporation

Limited Liability Partnership  Partnership

Limited Liability Corporation  Non-Profit / Church

Other:

Jurisdiction of Organization Structure:

Date of Organization Structure:

Federal Tax Identification Number:

Primary Contact Information:

Name / Title:

Telephone Number:

E-mail Address:

**SIGNATURE:**

Organization or Coalition Lead:

Name and Title of Signer:

Dated this  day of  20

**EXHIBIT A ADDITIONAL SIGNATURES (COALITION-JOINT VENTURE ONLY):**

**SIGNATURE:**

Joint Venture Organization 2:

Name and Title of Signer:

Dated this  day of  20

**SIGNATURE:**

Joint Venture Organization 3:

Name and Title of Signer:

Dated this  day of  20

**SIGNATURE:**

Joint Venture Organization 4:

Name and Title of Signer:

Dated this  day of  20

**SIGNATURE:**

Joint Venture Organization 5:

Name and Title of Signer:

Dated this  day of  20

**SIGNATURE:**

Joint Venture Organization 6:

Name and Title of Signer:

Dated this  day of  20

**EXHIBIT A-1: REQUIRED DOCUMENTATION AND SUBMITTALS CHECKLIST**

**REQUEST FOR PROPOSAL (RFP) No. HCSA-900621**

**For**

**COALITIONS TO EXPAND COVID-19 VACCINE ACCESS**

**AND SUPPORT COMMUNITY RESILIENCE**

**All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Letter of Transmittal, Exhibit A – Bid Response Packet, etc.). Items marked “no submission required” are for reference only and do not need to be included in the Bid Response Packet.**

1. **Letter of Transmittal**: Bid responses shall include a description of bidder’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the response and overall benefits of the response to the County. Bidder shall also clearly state which category or categories of service(s) they are proposing to provide. This synopsis should not exceed one page in length and should be clearly stated.

2. **Exhibit A – Bid Response Packet:** Every bidder must prepare Bid proposal/response following the instructions listed below, utilizing the Attachments as templates if need, and assemble the bid response packet.

**(a)** **Bidder Information and Acceptance (Complete Exhibit A-Need to sign)**

**For Bidders applying as a Coalition (Joint Venture): Each** Coalition Member (at least two and up to 6 organizations) must sign each Exhibit that requires signatures. The Official Bidder Name listed in Exhibit A must be the name of the Coalition, with the signatories included for each of the Coalition member organizations.

**For Bidders applying as a Coalition (Prime Bidder with proposed subcontractors):** The proposed Coalition Lead organization must be listed as the Official Bidder Name in Exhibit A and must sign each Exhibit that requires signatures. Proposed subcontractors must be stated within the bid response but do not have a signatory role in the Exhibits.

**For Bidders applying as a Single Organization (Prime Bidder):** The organization must be listed as the Official Bidder Name in Exhibit A and must sign each Exhibit that requires signatures.

**(b)** **Required Documentation and Submittals Checklist: (Review Exhibit A-1; no submission required)**

**(c)** **References: (Complete Exhibit A-2)**

Bidders must use the attached template (Exhibit A-2) to provide references.

Bidders are to provide a list of **at least three (3) references**, including references that can speak directly to their COVID-19 related work, if applicable, or to work that requires similar skills and competencies, including community outreach and health education, resource navigation, and customer service/phone interviews. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

* + Bidders must verify the contact information for all references provided is current and valid.
  + Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. **The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.**

**(d)** **Exceptions, Clarifications, Amendments: (Complete Exhibit A-3; Need to sign)**

This must include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and must be submitted with your bid response using the template attached (Exhibit A-3)

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

**(e)** **Narrative Application: (Complete Exhibit A-4)**

Bidder must use the attached template (Exhibit A-4) to provide the narrative application.

In addition to the narrative application, **Supplemental Documents are also REQUIRED for the following questions:**

**Coalition Applicants Section: Question 6 (a) - Memorandum of Understanding for Coalition;**

**All Bidders Section: Question 3 (a) - Copies of materials to verify stated experience for Bidder Minimum Qualification A**

**All Bidders Section: Question 4 (a) – Historical documents that demonstrate connection to the proposed service population to be served.**

Supplemental Documents must be clearly identified within bid response packet; these documents do not count towards page or word limits. Bidders must provide the required documentation in order for their bid response to be deemed complete. Incomplete bid submissions may be rejected prior to evaluation.

3. **Exhibit B – Budget Instructions:** **(Review Exhibit B; Complete Detailed Budget Workbook)**

**(a)** **Completion of Detailed Budget Workbook (.XLSX):**

Bidder shall include the Detailed Budget Workbook (.XLSX format) of the separate Excel workbook that must be completed and returned as part of the Bidder’s RFP response. This Detailed Budget Workbook (in .XLSX format) can be found on the GSA Contracting Opportunities website alongside this RFP posting.

**Bidder must include the fully completed .XLSX workbook with their emailed bid submission by 2 PM on the Response Due Date listed in this RFP.**

Bidders may apply as a **Coalition (Joint Venture)**, as a **Coalition (Prime Bidder/Coalition Lead with proposed Subcontractors)**, or as a **Single Organization (Prime Bidder)**. **Bidders must utilize the appropriate Detailed Budget Workbook file that corresponds with the “Bidder Type” information entered on Page 1 of Exhibit A.**

Please see the table on Page 1 of Exhibit B for which Detailed Budget Workbook file (.XLSX) corresponds to each “Bidder Type.”

When completed, save the Excel workbook using the following file naming convention for the electronic copy of the file submitted:

1. “RFP-HCSA-900621 Budget Workbook – [Official Bidder Name].xlsx”

where [Bidder Name] is the name of the Official Bidder Name stated in Exhibit A.

**Every bidder must submit a Budget by completing the Detailed Budget Workbook as a .xlsx file.** **Instructions for completion are included in the ‘Instructions’ Tab of the Detailed Budget Workbook. Bidders should read the instructions of each sheet within the Detailed Budget Workbook carefully to ensure that their bid submission is complete.**

4. **Exhibit C – Insurance:** **(Review Exhibit C; no submission required)**

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bidder Information Sheet, the Bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit C – Insurance Requirements. Exhibit C contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor(s) performing on this RFP.

5. **Exhibit D – Debarment and Suspension Certificate:** **(Complete Exhibit D; Need to sign)**

6. **Exhibit E – Additional Contract Provisions-Federal Provisions (Review Exhibit E; no submission required)**

7. **Exhibit F – HIPAA Business Associate Agreement (Review Exhibit E; no submission required)**

8. **Exhibit G – Audit Requirements (Review Exhibit G; no submission required)**

9. **Appendix 1 – Background and Need (Review Appendix 1; no submission required)**

10. **Appendix 2 – General Description of Vaccination POD Site Operations (Review Appendix 2; no submission required)**

11. **Appendix 3 – Definitions (Review Appendix 3; no submission required)**

## Exhibit A-2: REFERENCES

**REQUEST FOR PROPOSAL (RFP) No. HCSA-900621**

**For**

**COALITIONS TO EXPAND COVID-19 VACCINE ACCESS**

**AND SUPPORT COMMUNITY RESILIENCE**

Bidder Name:

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

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

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

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

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

**EXHIBIT A-3: EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

**REQUEST FOR PROPOSAL (RFP) No. HCSA-900621**

**For**

**COALITIONS TO EXPAND COVID-19 VACCINE ACCESS**

**AND SUPPORT COMMUNITY RESILIENCE**

|  |  |  |
| --- | --- | --- |
| **STATE ANY EXCEPTIONS TO COUNTY PROVISIONS OR TO SPECIFICATIONS BELOW.** The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification. | | |
|  | | |
| **VENDOR NAME (Joint Venture Organization 1/Coalition Lead/Single Organization)** |  | |
| **VENDOR ADDRESS:** |  | |
| **VENDOR SIGNATURE:** |  | **DATE** |

**EXHIBIT A-3 ADDITIONAL SIGNATURES (JOINT VENTURE ONLY):**

|  |  |  |
| --- | --- | --- |
| **VENDOR NAME (Joint Venture Organization 2)** |  | |
| **VENDOR ADDRESS:** |  | |
| **VENDOR SIGNATURE:** |  | **DATE** |

|  |  |  |
| --- | --- | --- |
| **VENDOR NAME (Joint Venture Organization 3)** |  | |
| **VENDOR ADDRESS:** |  | |
| **VENDOR SIGNATURE:** |  | **DATE** |

|  |  |  |
| --- | --- | --- |
| **VENDOR NAME (Joint Venture Organization 4)** |  | |
| **VENDOR ADDRESS:** |  | |
| **VENDOR SIGNATURE:** |  | **DATE** |

|  |  |  |
| --- | --- | --- |
| **VENDOR NAME (Joint Venture Organization 5)** |  | |
| **VENDOR ADDRESS:** |  | |
| **VENDOR SIGNATURE:** |  | **DATE** |

|  |  |  |
| --- | --- | --- |
| **VENDOR NAME (Joint Venture Organization 6)** |  | |
| **VENDOR ADDRESS:** |  | |
| **VENDOR SIGNATURE:** |  | **DATE** |

**EXHIBIT A-4: NARRATIVE APPLICATION**

**REQUEST FOR PROPOSAL (RFP) No. HCSA-900621**

**For**

**COALITIONS TO EXPAND COVID-19 VACCINE ACCESS**

**AND SUPPORT COMMUNITY RESILIENCE**

Describe how you will meet the requirements of this RFP, as described in Section 2: Scope of Work, Deliverables, and Performance Measures. **Bidders must use this provided template (Exhibit A-4) to complete the narrative application.** Background and additional information are included in Appendices.

**COALITION APPLICANTS ONLY (Coalition (Joint Venture) or Coalition (Prime Bidder with proposed subcontractor applicant types only)**

1. How long has your coalition been in existence?

Click or tap here to enter text.

1. Describe your Coalition’s approach and how it is value-add to Alameda County’s COVID-19 response, to expand COVID-19 vaccine access and support community resilience. [Max 500 words]

Click or tap here to enter text.

1. Please describe how communities most impacted by COVID-19 are involved in decision-making in your coalition, whether it be as members of the Board, staff, or service beneficiaries or clients. [Max 200 words]

Click or tap here to enter text.

1. Please provide a complete list of the Coalition members (full organization names; at least two and no more than 6 organizations) [Max 200 words]

Click or tap here to enter text.

1. Does the organization that serves as the Coalition lead have previous experience as a lead/principal recipient of funds for a group of partners? Yes  No

Please explain [Max 150 words]

Click or tap here to enter text.

1. Coalitions have governance, executive leadership, and program staff that reflect the race and ethnicity of the communities they serve. They are community-led and non-governmental, consisting of various groups, agencies, or organizations with specific expertise and reach. Effective Coalitions have identifiable characteristics, including mutually agreed to memoranda of understanding that specifies how work gets done, decision-making and conflict resolution agreements, regular meeting times and other communication practices. Describe your Coalition’s structure, management, and decision-making processes. What roles does each Coalition member play? How are important decisions made, and by whom? [Max 250 words]

Click or tap here to enter text.

* 1. Bidder **MUST** also provide a **copy of the Coalition’s Memorandum of Understanding** as evidence of the coalition’s existence, including list of coalition member organizations, how work gets done, decision-making and conflict resolution agreements, regular meeting times and other communication practices, etc.

Documents must be clearly identified within bid response packet; these documents do not count towards page or word limits. Bidders must provide the required documentation in order for their bid response to be deemed complete. Incomplete bid submissions may be rejected prior to evaluation.

1. Describe the Coalition’s structures and processes for financial management, including how you ensure funds are spent as they were intended. [Max 150 words]

Click or tap here to enter text.

**ALL BIDDERS**

1. **Specify the service(s) you propose to provide** (bidders that submit a bid response as a Coalition (either as a Joint Venture, or a Prime Bidder with proposed subcontractors)) must propose to provide services for BOTH service functions. Bidders that submit a bid response as a Single Organization may only propose to provide services for Community Engagement Services.

**Community Engagement Services**

**Vaccination POD Customer/Client Support Services**

1. **Specify the geographic focus area(s) you intend to serve.** Please check all that apply.

|  |  |  |
| --- | --- | --- |
|  | **Zip** | **Neighborhood** |
|  | 94603 | Deep East Oakland |
|  | 94621 | Central East Oakland |
|  | 94601 | Fruitvale |
|  | 94544 | South Hayward |
|  | 94541 | Ashland-Cherryland |
|  | 94578 | Ashland-Cherryland (Ashland) |
|  | 94580 | Ashland-Cherryland (San Lorenzo) |
|  | 94606 | San Antonio |
|  | 94607 | West Oakland |
|  | 94538 | Fremont |

1. **Qualifications: Describe how the bidder meets ALL the Bidder Minimum Qualifications A-C listed in** [**Section 3: Requirements**](#_BIDDER_MINIMUM_QUALIFICATIONS) **(RFP pages 7-8).**
   1. Bidder **MUST** provide copies of materials to verify stated experience for Bidder Minimum Qualification **Item A**; Documents must be clearly identified within bid response packet; these documents do not count towards page or word limits. Bidders must provide the required documentation in order for their bid response to be deemed complete. Incomplete bid submissions may be rejected prior to evaluation.

Click or tap here to enter text.

1. **Explain existing community or organizational relationships, program activities or procedures that make your proposed services particularly advantageous to the County and the prioritized communities.** [Max 300 words]
   1. **Bidder MUST provide historical documents** (e.g. mission statement, vision, website, etc.) that demonstrate connection to the proposed service population to be served. Historical documents must be clearly identified within the bid response packet; these documents do not count towards page or word limits. Bidders must provide the required documentation in order for their bid response to be deemed complete. Incomplete bid submissions may be rejected prior to evaluation.

Click or tap here to enter text.

* 1. Client-centered approaches (e.g. understands the need to deliver vaccination in communities)

Click or tap here to enter text.

* 1. Demonstrated ability to use self-determination, social justice approaches to messaging (in contrast to pathologizing language, stigmatizing)

Click or tap here to enter text.

1. **Approach: Explain how your coalition or organization will provide culturally competent and linguistically appropriate services that decrease barriers to services.** [Max 800 words]
2. Specify how you will engage at least one of the following populations:

* Black, African American, Latino/a/x, Native American, and Pacific Islander communities.
* Residents living in the prioritized zip code areas who identify as Lesbian, Gay, Bisexual, Transgender, Questioning, and Non-Binary.
* Day Laborers.
* Disconnected and/or Transitional Age Youth.
* Formerly incarcerated.
* Households with limited English proficiency.
* Households with low digital access or literacy.
* Survivors of trauma and violence, including intimate partner violence.
* Those experiencing housing insecurity/unsheltered/homeless.
* Undocumented and indigenous immigrants or refugees.

Click or tap here to enter text.

1. **For organizations serving as a Coalition Lead:** Please describe your organizational composition (Board and Staff).

Click or tap here to enter text.

1. Please describe the proposed staffing plan for the applicable services.

Coalition Lead

Community Engagement Services

Vaccination POD Customer/Client Support Services

Click or tap here to enter text.

1. Please describe the proposed community engagement approach to vaccine multi-lingual outreach, prevention, health promotion, education, social marketing activities.

Click or tap here to enter text.

1. Please describe the proposed activities to ensure high quality customer/client service and support during Vaccination POD operations.

Click or tap here to enter text.

1. **Describe your ability and experience in collecting data and generating reports on performance measures.** Describe ability to capture, analyze, and report client demographics and experiences, including not just race/ethnicity and language capacity, but also the unique experiences of community members as they relate to gender and sexual orientation, race, age, exposure to trauma, immigration experience, mental health and physical health status, socioeconomic status, disabilities, and other risk and protective factors. [Max 300 words]

Click or tap here to enter text.

1. **Implementation Timeline** Briefly describe plan and timeline for the implementation of services. Describe capacity to implement services immediately. Bidder should state the earliest timeframe they can perform services. Briefly describe the start-up requirements and the lead-time necessary to begin services as a part of your implementation plan. [Max 300 words]

Click or tap here to enter text.

1. **Budget Narrative** Describe your total cost to explain the proposed budget in your submitted Budget Workbook. Include all initial start-up and on-going costs for the services outlined above. This quote should state the costs associated with service provision for up to a 23-month contract period (August 1, 2021-June 30, 2023, with the option to renew). Final pricing will be subject to further negotiation and based on agreed scope of services in awarded contract(s). [Max 300 words for **EACH** Service type]

Click or tap here to enter text.

**EXHIBIT B**

**BUDGET INSTRUCTIONS**

**COUNTY OF ALAMEDA**

**REQUEST FOR PROPOSAL (RFP) No. HCSA-900621**

**For**

**COALITIONS TO EXPAND COVID-19 VACCINE ACCESS**

**AND SUPPORT COMMUNITY RESILIENCE**

Bidder shall propose a budget for service delivery using the provided Detailed Budget Workbook (.XLSX format) and submit the completed Workbook as part of the Bidder’s RFP response. This quote should state all costs associated with service provision over up to a 23-month contract period, including programmatic, overhead and indirect costs. Final pricing will be subject to further negotiation and based on agreed scope of services.

NOTE: Coalition Leads and Members:

* + - 1. Coalition Lead must complete a budget for the total cost of the entire coalition including each member organization. Any cost associated with convening and managing the coalition and associated overhead are allowable.
      2. Budgets should reflect cost associated with work assigned to all Coalition members.

Bidder **MUST** provide the budget using the appropriate, provided Detailed Budget Workbook (.XLSX format) and submit the completed Workbook as part of the Bidder’s RFP response. This Detailed Budget Workbook (in .XLSX format) can be found on the GSA Contracting Opportunities website alongside this RFP posting. Bidders must download, complete, and submit the Detailed Budget Workbook in order for their bid response to be deemed complete. Incomplete bid submissions may be rejected prior to evaluation.

**Bidder must include the fully completed .XLSX workbook with their emailed bid submission by 2 PM on the Response Due Date listed in this RFP.**

Bidders may apply as a **Coalition (Joint Venture)**, as a **Coalition (Prime Bidder/Coalition Lead with proposed Subcontractors)**, or as a **Single Organization (Prime Bidder)**. **Bidders must utilize the appropriate Detailed Budget Workbook file that corresponds with the “Bidder Type” information entered on Page 1 of Exhibit A.**

Please see the table below for which Detailed Budget Workbook file (.XLSX) corresponds to each “Bidder Type.”

**Detailed Budget Workbook Files, by Bidder Type:**

|  |  |
| --- | --- |
| **Bidder Type** | **Detailed Budget Workbook File (from the GSA Contracting Opportunities Website’s posting for this RFP)** |
| Coalition (Joint Venture) | 1. “RFP-HCSA-900621 Budget Workbook\_Coalition Joint Venture.xlsx” |
| Coalition (Prime Bidder/Coalition Lead with proposed Subcontractors) | 1. “RFP-HCSA-900621 Budget Workbook\_Coalition Prime+Subs.xlsx” |
| Single Organization (Prime Bidder) | 1. “RFP-HCSA-900621 Budget Workbook\_Single Organization.xlsx” |

Once you have completed the Workbook, save the Excel Workbook using the following file naming convention for submission:

* RFP-HCSA-900621 Budget Workbook – [Bidder Name].xlsx
  + where [Bidder Name] is the Official Bidder Name listed in Exhibit A of the bid response.

## Every bidder must submit a Budget by completing the Detailed Budget Workbook as a .xlsx file. Instructions for completion are included in the ‘Instructions’ Tab of the Detailed Budget Workbook. Instructions for completion are included in the ‘Instructions’ Tab of the Detailed Budget Workbook. Bidders should read the instructions of each sheet within the Detailed Budget Workbook carefully to ensure that their bid submission is complete.

## EXHIBIT C

## INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bidder Information Sheet, the Bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit C – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor(s) performing on this RFP:

**\*\*\* see next page for county of alameda minimum insurance requirements \*\*\***

## 

## EXHIBIT D

## DEBARMENT AND SUSPENSION CERTIFICATION

**COUNTY OF ALAMEDA**

**REQUEST FOR PROPOSAL (RFP) No. HCSA-900621**

**For**

**COALITIONS TO EXPAND COVID-19 VACCINE ACCESS**

**AND SUPPORT COMMUNITY RESILIENCE**

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

1. **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
2. **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
3. **Does not have a proposed debarment pending; and**
4. **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 necessarily result in denial of award, but will be considered in determining bidder 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 Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**

BIDDER: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PRINCIPAL: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** TITLE: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT D ADDITIONAL SIGNATURES (JOINT VENTURE ONLY):**

**JOINT VENTURE BIDDER 2:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PRINCIPAL: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** TITLE: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JOINT VENTURE BIDDER 3:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PRINCIPAL: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** TITLE: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JOINT VENTURE BIDDER 4:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PRINCIPAL: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** TITLE: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JOINT VENTURE BIDDER 5:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PRINCIPAL: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** TITLE: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JOINT VENTURE BIDDER 6:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PRINCIPAL: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** TITLE: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT - E**

**ADDITIONAL CONTRACT PROVISIONS**

**FEDERAL PROVISIONS**

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

**I. General Provisions**

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement.  The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

**(C)** **Equal Employment Opportunity**. During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers’ representatives of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

**(D) Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

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

(1) **Clean Air Act** (42 U.S.C. 7401–7671q).

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

(2) **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

1. (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

**(G)** **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County’s Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

**(H)** **Byrd Anti-Lobbying Amendment.** For any contract of $100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

(**I)** **Procurement of recovered materials**.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

* 1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  2. Meeting Contract performance requirements; or
  3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of

Section 6002 of the Solid Waste Disposal Act.

**(J) Access to Records.**

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

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

**(N) No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

**(O) Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

**(P)** **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

**(Q)** **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**(S) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**. Contractor and their subcontractor(s) are prohibited from obligating or expending funds from this Agreement to (1) procure or obtain (2) extend or renew a contract to procure or obtain or (3) enter into a contract for equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(1) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) See Public Law 115–232, section 889 for additional information. See also 2 CFR § 200.471.

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

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

**(1) Davis-Bacon Act**

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

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

**(2) Copeland ‘‘Anti-Kickback’’ Act**

a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**EXHIBIT E - 1**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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Signature of Contractor’s Authorized Official Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**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 \_\_\_\_\_\_\_\_\_\_\_\_ (“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 theHealth 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](http://www.hipaasurvivalguide.com/hipaa-regulations/164-103.php#use), or [Disclosure](http://www.hipaasurvivalguide.com/hipaa-regulations/160-103.php#disclosure) of [Protected Health Information](http://www.hipaasurvivalguide.com/hipaa-regulations/160-103.php#protected-health-information) which compromises the [security](http://www.hipaasurvivalguide.com/hipaa-regulations/164-304.php#security) or privacy of such information.

*HIPAA Regulations.* “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

*HITECH Act.* “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

*Privacy Rule and Privacy Regulations.* “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

*Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

*Security Rule and Security Regulations*. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

**IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE**

Business Associate may only use or disclose PHI:

A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;

B. As required by law; and

C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**V. PROTECTION OF PHI BY BUSINESS ASSOCIATE**

A. *Scope of Exhibit*. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity’s behalf, shall be subject to this Exhibit.

B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.

C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity’s existing Minimum Necessary policies and procedures.

D. *HIPAA Security Rule*. Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.

E. *Mitigation*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.

F*. Notification of Breach*. During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity’s HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

G*. Agents and Subcontractors*. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company’s services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

H*. Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.

I. *Performing Covered Entity’s HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity’s obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.

J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual’s authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

L*. De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

**VI. INDIVIDUAL CONTROL OVER PHI**

*Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual’s designee, as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

*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.

*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**

*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 immediatetermination 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.

*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.

*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**

*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.

*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.

*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.

*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.

*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.

*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.

*Interpretation*. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

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

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

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

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

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

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT G**

**AUDIT REQUIREMENTS**

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

**AUDIT REQUIREMENTS**

Funds from Federal Sources:

Non-Federal entities which are determined to be sub recipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.

2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).

3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General’s Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.

Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

General Requirements for All Audits:

All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).

All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.

The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.

If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

**AUDIT REPORTS**

For Single Audits

Within the earlier of 30 calendar days after receipt of the auditor’s report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.

A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

**AUDIT RESOLUTION**

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor’s report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

**ADDITIONAL AUDIT WORK**

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

**Appendix 1**

**BACKGROUND AND NEED**

*(For Reference Only)*

Historically, in several neighborhoods in Alameda County where large concentrations of low-income people of color live, residents face significant barriers to accessing health care. These challenges include poverty, overcrowded housing, language barriers, unfamiliarity with modern technology, long work hours, unfair working conditions, and institutional distrust. Populations in these neighborhoods also have higher rates of other communicable and chronic disease compared to the rest of the County. This pattern has continued during the pandemic, with these same neighborhoods experiencing the highest rates of COVID-19 infection.

Currently, the priority zip codes, based upon overall cumulative case and vaccination rates include:

|  |  |  |  |
| --- | --- | --- | --- |
| ***Priority Zip Codes (in order of priority)*** | | | |
| **Zip** | **Neighborhood** | **Cumulative Case Rate** | **%16+ Fully Vaccinated** |
| 94603 | Deep East Oakland | 13,831 | 44.2% |
| 94621 | Central East Oakland | 13,198 | 43.9% |
| 94601 | Fruitvale | 10,982 | 48.1% |
| 94544 | South Hayward | 9,595 | 53.0% |
| 94541 | Ashland-Cherryland | 9,198 | 51.6% |
| 94578 | Ashland-Cherryland (Ashland) | 7,492 | 47.9% |
| 94580 | Ashland-Cherryland (San Lorenzo) | 6,847 | 56.3% |
| 94606 | San Antonio | 5,987 | 58.2% |
| 94607 | West Oakland | 4,967 | 52.5% |
| 94538 | Fremont | 4,513 | 60.4% |

* [Source: Cumulative case rates based on COVID-19 Data by Zip Code County dashboards as of 5.21.21](https://covid-19.acgov.org/data.page)

Recovery and Resiliency

Alameda County’s COVID-19 response is not just about equitable access to vaccines. A reduction in COVID-19 cases, hospitalizations, and deaths will not automatically return lost wealth, generate jobs or quality healthcare for those struggling through the pandemic’s aftermath. The COVID-19 pandemic has resulted in a concentrated, devastating loss of life, income, wealth, individual and community well-being within communities historically plagued by inequities. Alameda County will respond to this ongoing public health crisis through innovative public, community, and private sector partnerships that can reinforce resiliency and promote community recovery once the pandemic is over.

Over time, a Coalition approach can link populations to quality care and promote individual and community wellness through health education and meaningful community engagement. It begins with equitable access to vaccine; it continues with other activities designed to address the social and structural determinants of health at individual, community, and population levels. Taking a more upstream approach will help mitigate the disproportionate impact future disease outbreaks or natural disasters will have in financially disenfranchised communities, communities of color, as well as for people who are unsheltered, people who have experienced incarceration, people with disabilities, and lesbian, gay, bisexual, transgender, and queer or questioning (LGBTQ+) people.

The Coalition strategy contributes to the reversal of longstanding divestment and neglect of the public health infrastructure. As the infrastructure is rebuilt, community-based organizations, faith-based institutions, and other community groups must have an ongoing role in strengthening the public health infrastructure in ways that prioritize communities that experience seemingly intractable inequities.

The County is seeking proposals from and intends to award contracts to Coalitions (either as a Joint Venture, or as Prime Bidder with proposed subcontractors (see definitions below)). The County also intends to award a limited number of contracts to Bidders that are Single Organizations (only for Community Engagement Services), depending on need and funding availability. Coalitions will be prioritized for contract award, as a strategy for providing a coherent, comprehensive range of COVID-19-related support services.

**What is a Community Coalition?**

A Community Coalition (Coalition) is a group of at least two and up to 6 community-based organizations (CBOs), faith-based organizations (FBOs), Federally Qualified Health Centers (FQHCs), community health centers, other community providers, and/or communications, social marketing and design organizations that pool experiences, resources, skills, and existing assets towards a common goal. Coalition members can be the same or different types of groups or organizations. The common goal is equitable distribution of COVID-19 vaccines to Alameda County populations experiencing the greatest disparities and health impacts resulting from the COVID-19 emergency as well as a common commitment to creating the necessary social and structural conditions for health equity. The following are examples of Coalition-ready groups.

1. **Community-Based Organizations** (CBOs) can be long-standing, grassroots or emerging organizations that are embedded in the community, providing services and supports to Alameda County residents. These vendors may submit a bid response as a Coalition (including role of Coalition Lead) or Single Organization.
2. **Faith-Based Organizations** (FBOs) which, like CBOs, are embedded in the community and provide services and supports to Alameda County residents. These vendors may submit a bid response as a Coalition (including role of Coalition Lead) or Single Organization.
3. **Federally Qualified Health Centers and Community Health Centers** serve the Medi-Cal, HealthPAC, and/or uninsured populations. These vendors may submit a bid response as a Coalition (including role of Coalition Lead) or Single Organization.
4. **Other Community Providers** not in the aforementioned categories that provide direct services to Alameda County residents. These vendors may serve subpopulations (e.g., people with intellectual/developmental disabilities, limited English-speaking residents, people living with HIV, or unsheltered individuals). These vendors may submit a bid response as a Coalition (including role of Coalition Lead) or Single Organization.
5. **Communications, social marketing, and design organizations** can be included in a bid response as members in a coalition or may submit a bid response as a Single Organization.

Community Coalitions will include organizations with strong, deep connections and experience in one or more of the prioritized zip code areas. Coalitions will have a history of successfully serving the following populations:

* Black, African American, Latino/a/x, Native American, and Pacific Islander communities.
* Residents living in the prioritized zip code areas who identify as Lesbian, Gay, Bisexual, Transgender, Questioning, and Non-Binary.
* Day Laborers.
* Disconnected and/or Transitional Age Youth.
* Formerly incarcerated.
* Households with limited English proficiency.
* Households with low digital access or literacy.
* Survivors of trauma and violence, including intimate partner violence.
* Those experiencing housing insecurity/unsheltered/homeless.
* Undocumented and indigenous immigrants or refugees.

Community Coalitions have governance, executive leadership, and program staff that reflect the race and ethnicity of the communities they serve. They are community-led and non-governmental, consisting of various groups, agencies, or organizations with specific expertise and reach. Effective Coalitions have identifiable characteristics, including mutually agreed to memoranda of understanding that specifies how work gets done, decision-making and conflict resolution agreements, regular meeting times and other communication practices.

Existing and emerging Coalitions are encouraged to apply. Emerging respondents coming together in response to this RFP must have a majority of member groups or organizations with an existing, demonstrated track record of service provision in one or more of the identified zip code areas.

**Points of Dispensing (POD)**

*Alameda County Role*

The Alameda County Public Health Department (ACPHD) conducts general oversight and ensures clinical services, provides logistical support, administrative services, information technology, evaluation and technical assistance at all Vaccination PODs.

* ACPHD selects the host for each POD site. The host is responsible for managing and maintaining the site for the POD to operate safely and effectively. The host site roles are guided by a Facility Occupancy Agreement between the host site owner and the County for site operations, including building access, maintenance, security, set-up and take-down.
* The number and the exact locations of POD sites are confirmed and authorized by Alameda County based upon COVID-19 case and vaccination rates in identified prioritized neighborhoods. Bidder(s) may *recommend* POD site locations but are subject to County approval.
* Vaccination delivery services, and all related clinical activities, are not included in this RFP and are provided by vendors approved and contracted by the County or by qualified clinical providers. The ACPHD will match vaccination delivery services vendors or qualified clinical providers with Awarded Bidder(s) from this RFP providing support services at each POD.
* ACPHD also provides and reinforces vaccination policy guidance, conducts training, and performs quality assurance for each POD.
* ACPHD can also broker partnerships with other vendors essential for PODs customer/client support services (e.g., food, sanitation, etc.). Bidders should project costs associated with essential services in the submitted budget.

**Vaccination POD types:**

POD types and staffing requirements vary depending on the throughput (the number of people vaccinated per day), geographic location, targeted groups/communities, and hours of operation. There are two main types of PODs associated with this RFQ, Open and Closed PODs. Open PODs dispense to a prioritized population **and** are open to the general public in a specified area. Closed PODs serve a specific population (e.g., one zip code area, Spanish-speaking individuals, an organization’s employees, their patients or constituents, or another specified subpopulation) and usually are not open to the general public. PODs may operate as:

Stationary PODs: Located in a brick-and-mortar site and remains in the same place with the same schedule of operations each week (no fewer than 3 days a week) for an extended time period. **(Approximately 501 – 1280 vaccines per day)**

Pop-up PODs: Generally short-term, with service delivery at various locations where groups of people already convene. The schedule of operations is dependent on the date and duration or frequency and location of where people already congregate. **(Approximately 100-500 vaccines per day)**

A variety of POD types are needed throughout the County to vaccinate the entire Alameda County population, reach population-level immunity, and ensure disproportionately impacted communities have equitable vaccine access. ACPHD recognizes there are many effective ways to reach a population or subpopulation by serving people in particular geographic spots, offering services at convenient times, delivering services in many languages, and designing welcoming, culturally appropriate spaces. Innovative and creative approaches to community engagement and onsite POD supports are welcome. Bidder(s) may state a preference for the POD type they are best suited to support.

**Appendix 2**

**GENERAL DESCRIPTION OF VACCINATION POD SITE OPERATIONS**

*(For Reference Only)*

POD sites shall be activated by the ACPHD to provide vaccine to communities throughout Alameda County in the neighborhoods most affected by COVID 19 and based on Health Places Index quartiles. There are two main types of PODs:

1. **Open PODs** that dispense to their own community populations and the public in that specific area.
2. **Closed PODs** established to serve a specific population (e.g. an organization’s employees, their families, their patients or constituents or a specific subgroup of the community) and are normally not open to the public.

**Host Site.** The host site will be responsible for managing and maintaining the site for the POD to operate safely and effectively. The host site is determined by and coordinated with the County and will include a Facility Occupancy Agreement for site operations. These agreements will be integrated into Coalition operations and will include, but may not be limited to the following:

* Building Access and Security
* Culture Keeper
* Facilities Maintenance
* Set-up/Take Down

Host sites may be a site selected by the coalition or a County contracted site.

**Five Stages of POD Operations:**

1. **POD Preparations and Setup**:Before a POD can be opened for dispensing activities, the POD must be assessed to ensure enough security, staffing, and supplies. POD sites may not be able to receive the resources if they do not have enough capacity to receive and distribute medications safely to the public. This function will primarily be conducted by the host site.
2. **Staff/Volunteer Receiving, Registration, and Assessment**: POD Management will be responsible for identifying, training, calling down/notifying, and credentialing any staff that work at their PODs. This also includes shift scheduling, prophylaxis of staff, and debriefing.
3. **Dispensing Activities:** This includes operations of all stations to include greeting, registration/registration verification, forms completion and review (if applicable), vaccine administration, turning in form (if applicable), data entry, a wait area post-vaccination and staff to manage web-based registrations if being used.
4. **POD Closing and Demobilization: I**ncludes inventory and storage of unused medications, waste management, and equipment/supply collection.
5. **COVID Infection Control Monitoring**: Dedicated staff to ensure site safety and social distancing.

**General Vaccination POD Flow**

Vaccination POD flow will depend on the type of POD, location, and staffing. Planners should ensure people maintain proper space for social distancing based on current State and Federal COVID guidelines for vaccinations during COVID.

The POD should follow four simple steps when using a paper-based and paperless systems:

Show ID.

Verify Registration.

Vaccine Administration.

Exit to Monitoring.

**Small to Medium Vaccination POD**

In a small to medium vaccination POD site, throughput is expected to be 20 - 25 people vaccinated per station per hour. For example, eight vaccination stations would have a throughput of 200 people vaccinated per hour. As with any POD, staffing should be kept at a minimum necessary level. Small PODs may need to combine or consolidate positions to fill critical functions and reduce unneeded staffing. Staff who are assigned to a small vaccination POD should be cross trained to perform multiple functions and will need to be flexible and able to support other staff positions as needed.

*5 Station POD Set Up Example:*

Diagram

Description automatically generated

Vaccination dispensing to a large number of community members will require multiple dispensing strategies. These strategies will include activation of Open and Closed PODs, including drive-through PODs, in collaboration with various partners.

Layout of the vaccination stations will be determined by the size of the venue. Either model depicted above could be utilized.

**Sample Staffing Structure**

Sample staffing for a stable POD serving 500 clients ***per day*** in a multi-lingual community in priority zip codes:

* **One (1)** Client Relations Group Supervisor per vaccination site.
* **Six (6)** multilingual staff to provide registration and appointment check-in services.
* **Four (4)** multilingual staff to greet clients and help with client flow throughout the POD.
* **Two (2)** multilingual staff to monitor clients, answer questions and provide assistance at the observation area.
* **At least half** of all of the above positions should be filled by staff that are bilingual in the primary threshold languages in those geographic areas*.*
* **Up to four (4)** additional interpreter staff depending on language needs in the geographic area.

**Drive Through Vaccination Sites**

Drive-Through POD sites are an efficient method of dispensing vaccinations, however, rely on clients having access to personal vehicles. This may prove problematic for some populations.

When utilizing drive-through POD sites it is important to have a strong focus on safety due to proximity to moving vehicles. There should be a clear entry and exit point with an easily discernible marked pathway.

A unique challenge for drive-through PODs presented by the COVID vaccine is the need for client monitoring post-vaccine administration. Adequate space for vehicles to park during the monitoring period must be considered.

**Data Collection and Maintenance**

All data should ideally be collected through an electronic platform that automatically uploads data into CAIRS and provides the reporting functionality. This will remove the workload of manual data entry and provide easier access to vaccination data.

If manual forms need to be utilized, the Medical Information Forms are to be collected prior to the client being vaccinated leaves the administration area for post-vaccine monitoring. Forms will be kept in the strictest confidence in order to maintain HIPAA compliance. Runners should regularly collect the accumulated forms and frequently deliver them to the data entry team for input into CAIRS.

**Decision to Deactivate and Cease Operations**

Not all PODs will be deactivated at the same time. Those with fewer patients or limited throughput may be directed to deactivate before others; busier PODs may remain open with normal or reduced hours.

**Deactivation Notifications**

Public information officers will notify the public, when appropriate, though the media to assure there is widespread knowledge of which PODs are being closed and when and which will remain open. Certain PODs will be inappropriate to widely broadcast depending on location and audience being served. POD managers should consider posting signs for clients who arrive after the POD has closed to direct them to the closest active dispensing location.

**Deactivating POD Staff**

POD managers will use normal communication methods to notify POD staff of the pending deactivation and reassign them either to other PODs or to normal work activities. This is especially important for staff expected to work in upcoming shifts to ensure they do not erroneously report to work at the deactivated POD.

**Conducting Cleanup and Inspection**

All supplies (e.g. tables, chairs, signage, ropes, bins, clipboards, etc.) that were used at the POD must be returned to their original order. The POD manager and members of the logistics section, together with the facility’s regular manager, should inspect to ensure that no facility equipment is missing and that nothing has been damaged due to dispensing operations. POD managers are encouraged to create an inspection checklist to validate the preexisting condition of the site and equipment. If there are any damages, the damage should be reported immediately to the POD Site Manager for communication to the appropriate parties.

All paperwork generated at the POD, including patient records, staff training sheets, and sign-in/sign-out sheets should be collected and delivered to the County. Coalition staff handling patient records, including registration information are required to receive training on the Health Insurance Portability and Accountability Act (HIPAA).

**Returning Facility to its Management**

After the inspection, operation of the facility is returned to an authorized representative of the site. If signs have been placed to redirect clients to other POD locations, determine who will remove them and when.

**Debriefing and Documentation**

Debriefing and documentation are the final activities for closing out a response. After the event has ended, response personnel will be invited to participate in a debriefing session, often called a “hot wash.” The purpose is to recognize things that went well and identify things that could be improved. The POD Site Manager, or designee, will document the session’s findings and document them on a POD Site Report Form for future planning efforts. Planners may wish to further document the results in an After-Action Report, which more formally outlines the event’s successes and challenges. That report may include an Improvement Plan which details steps planners should take to help facilitate successful results of the planning process.

**Incident Report Form**

An incident report form is required for any unusual occurrences during POD operations. Incidents that require documentation including but not limited to confrontation with clients, security issues, operations issues. The POD Site Manager is responsible to complete the Incident Report and share it with the Manager.

**Appendix 3**

**Definitions**

*(For Reference Only)*

*Cultural Competence*: Refers to that ability to interact effectively with people of difference cultures.

*Cultural Congruent Practices*: Refers to the need for services and programming to be in agreement and consistent with the cultural reality of the community being served.

*Cultural Humility*: Effectively dealing with people from different cultures, and developing a respectful partnership with diverse individuals, groups, and communities. This involves qualities such as openness, appreciation, acceptance and flexibility. It also entails a lifelong commitment to self-evaluation and critique and includes addressing power relations and working in partnership.

*Cultural Responsiveness*: Refers to the practice of continuous self-assessment and community awareness on the part of service providers to assure a focus on the cultural, linguistic, socio-economic, educational and spiritual experiences of consumers and their families/support systems relative to care.

*POD*: Point of dispensing refers to places where people can safely receive COVID-19 vaccinations.

*Open PODs*:refers to places that dispense to their own community populations and the public in that specific area.

*Closed PODs***:** Refers to places established to serve a specific population (e.g. an organization’s employees, their families, their patients or constituents or a specific subgroup of the community) and are normally not open to the public.

*Coalition*: Refers to a community group or network of organizations that pool their skills, resources, assets, experiences towards a common goal. Coalitions should be community-led and can consist of different types of groups representing a range of agencies or organizations with specific expertise and reach.

*Joint Venture*: A Joint Venture is when two to six organizations agree to lend their efforts, and expertise in order to carry out a common purpose to support the delivery of comprehensive outreach and engagement, and Vaccination Point of Dispensing (POD) customer/client support services to support COVID-19 vaccination delivery. For the purposes of this RFP, each organization must be a corporation, limited liability company, or limited partnership registered with the California Secretary of State. One organization will serve as the Coalition Lead, responsible for coalition governance, oversight, and administration. Awarded Joint Venture Bidder(s) will receive a single contract award with a scope of work and budget for each member of the joint venture.

*Health Promotion and Education*: Refers to the development and delivery of public health messages focused on COVID-19 vaccination and general prevention strategies such as social distancing and masking requirements, isolation, and quarantine. Health promotion and education can employ social marketing and social media strategies as appropriate to the intended audiences. ACPHD can assist with identifying best avenues for media buys.

1. Clinical vaccination services are not included in this procurement; clinical services will be provided by a separate vendor provided by the County. Awarded Bidder(s) will be expected to coordinate with the vendor providing clinical services at each Vaccination POD. [↑](#footnote-ref-2)