**COUNTY OF ALAMEDA**

**INFORMAL REQUEST FOR PROPOSAL No. 902095**

**for**

**Alameda County Health Care for the Homeless Program Medical Consultant**

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

**or contact the County representative listed below.**

**Thank you for your interest!**

**Contact Person: Kevin Esguerra, GSA-Procurement**

**Phone Number: (510) 208-9619**

**E-mail Address:** **kevin.esguerra@acgov.org**

**RESPONSE DUE**

by

**2:00 p.m.**

on

**March 8, 2022**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

[**https://ezsourcing.acgov.org/**](https://ezsourcing.acgov.org/)

# CALENDAR OF EVENTS

INFORMAL REQUEST FOR PROPOSAL No. 902095

ALAMEDA COUNTY HEALTH CARE FOR THE HOMELESS PROGRAM MEDICAL CONSULTANT

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **February 22, 2022** |
| **Addendum Issued** [only if necessary to amend IRFP] | **March 3, 2022** |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **March 8, 2022 by 2:00 p.m. (PST)**  |
| **Evaluation Period** | **March 8 – March 15, 2022** |
| **Notice of Intent to Award Issued**  | **March 18, 2022** |
| **Board Consideration Award Date**  | **April 19, 2022** |
| **Contract Start Date** | **May 1, 2022** |

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

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| ***Alameda County Vendor Outreach***  |
| Wednesday, February 23, 2022 10:30 a.m. – 11:30 a.m.[Vendor Outreach](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)Call-in: +1 415-915-3950Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S*** ***PROCUREMENT TEAM!***This is a public event that is not specific to any IRFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. These are conducted on most Wednesdays, dates and locations can be confirmed by checking at[**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>] |

1. INTENT

It is the intent of these specifications, terms and conditions to describe services required from an Alameda County Health Care for the Homeless Program Medical Consultant.

The County intends to award a one-year contract (with option to renew) to the bidder selected as the most responsible bidder whose response conforms to the IRFP and meets the County’s requirements.

1. SCOPE / BACKGROUND

The Alameda County Health Care for the Homeless program (ACHCH) is a federally funded health center program based in the Alameda County Health Care Services Agency, whose mission is to improve the health of County residents experiencing or at risk of homelessness through provision of comprehensive health care and housing services to people experiencing homelessness. ACHCH provides direct care and coordinates a network of health centers and community-based organizations (CBOs) to increase access and improve care for people experiencing homelessness.

ACHCH is seeking a qualified medical consultant (individual or organization) to provide clinical consultation for advising a multi-disciplinary medical staff in ACHCH; providing subject matter expertise for ACHCH’s clinical service areas including: COVID-19 response among people experiencing homelessness; shelter-based health outreach; supporting compliance with Health Resources and Services Administration (HRSA)-required quality improvement/assurance requirements including reviewing policies and procedures and facilitating ACHCH quality meetings with staff and external partners; and performing other related work as required.

The consultant would provide these services to ACHCH staff and partners under the direction of a member of the leadership team from the ACHCH program within Alameda County Health Care Services Agency (HCSA). The medical consultant position will not be federally funded.

1. BIDDER QUALIFICATIONS
	* 1. BIDDER Minimum Qualifications
			1. Bidder shall be regularly and continuously engaged in the clinical practice of providing services to safety net populations, including people experiencing homelessness for at least five (5) years. Experience shall be verified against the references submitted at the time of bid.
			2. Bidder shall possess a valid license to practice as a Registered Nurse and certification as a Nurse Practitioner issued by the California Board of Registered Nursing. Proof must be submitted at the time of bid.
			3. Bidder’s license should be in good standing to practice medicine in the State of California. Proof must be submitted at the time of bid.
			4. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this IRFP.
2. SPECIFICATION REQUIREMENTS
3. Contractor shall provide Alameda County Health Care Services Agency with the management and execution of scope of work listed below. The Contractor shall work with ACHCH leadership to:
	1. Support planning of COVID-19 response, including advising a multi-disciplinary medical staff and providing general oversight of vaccine clinics for people experiencing homelessness.
	2. Regularly review and determine appropriate levels of clinical services to be provided at shelters as part of ACHCH Shelter Health Services.
	3. Conduct quarterly Quality Improvement/Quality Assurance assessments of ACHCH clinical services to evaluate adherence to evidence-based clinical guidelines.
	4. Review and update ACHCH clinical policies and procedures as needed.
4. Contractor and key personnel assigned to the project shall possess knowledge of/key skills in the following:
	1. Principles, practices, and techniques of medicine and its application.
	2. Current developments, trends, and research in the medicine field related to COVID-19 response for unserved populations.
	3. Principles and practices of general medical care.
	4. HIPAA regulations.
5. EVALUATION CRITERIA

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response and Debarment and Suspension) will be evaluated by an individual(s) within the County Department.  The Evaluator(s) will score and recommend a Contractor in accordance with the evaluation criteria set forth in this IRFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the County Evaluator(s).

The Evaluator(s) will evaluate each proposal meeting the qualification requirements set forth in this IRFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this IRFP.

As a result of this IRFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the IRFP and whose bid presents the greatest value to the County, all evaluation criteria considered. Proposals will be evaluated according to each Evaluation Criteria and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response. The final maximum score for any project is 500 points, unless the SLEB preference points are applicable (maximum 5% of final score).

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

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

The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria**  | **Weight** |
|  | **Completeness of Response:**Responses to this IRFP must be complete. Responses that do not include the proposal content requirements identified within this IRFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration.  | Pass/Fail |
|  | **Debarment and Suspension:**Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <https://www.sam.gov/SAM/>. | Pass/Fail |
|  | **Cost:**The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder’s total proposed cost.While not reflected in the Cost evaluation points, an evaluation may also be made of:1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?);
2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and
3. Affordability (i.e., the ability of the County to finance the services).

 Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford. | 15 Points |
|  | **Demonstration of Understanding:**Proposals will be evaluated against the IRFP specifications and the criteria below:The extent to which the bidder communicates an understanding of HRSA compliance, and clinical advisement to the ACHC program. | 30 Points |
|  | **Relevant Experience:**Proposals will be evaluated against the IRFP specifications and the questions below:1. Do the individuals assigned to the project have experience on similar projects?
2. How extensive is the applicable education and experience of the personnel designated to work on the project?
 | 25 Points |
|  | **References** | 5 Points |
|  | **Methodology:**Proposals will be evaluated against the IRFP specifications and the questions below:1. Does the methodology depict a logical approach to fulfilling the requirements of the IRFP?
2. Does the methodology match and contribute to achieving the objectives set out in the IRFP?
3. Does the methodology interface with the County’s time schedule?
 | 25 Points |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE**For Purchases Over $25,000 Up To $100,000: SLEB Prime Vendors will be eligible for a 5% Bid Preference. |
| Small and Local or Emerging and Local Preference: Points equaling five percent of bidder’s total score, for the above Evaluation Criteria, will be added. This will be the bidder’s final score for purposes of award evaluation. | 5% |

1. COUNTY PROVISIONS
2. Small and Emerging Locally Owned Business:

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 541611.

A small business is defined by the [United States Small Business Administration](http://www.sba.gov/) (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. To access the online (PDF) version of this application, please go to: [East Bay Interagency Alliance (EBIA) Common Application for Local Certification](http://www.acgov.org/auditor/sleb/forms/commonapp.pdf).

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six months prior to the issue date of this IRFP; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services. As a result of the County’s commitment to advance the economic opportunities of these businesses the following provisions shall apply to this IRFP:

1. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a 5% bid preference. However, a bid preference cannot override a state law, which requires the granting of an award to the lowest responsible bidder. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference **and** must subcontract with one or more County certified small and/or emerging local businesses for at least 20% of Bidder’s total bid amount in order to be considered for the contract award. SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other.
2. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this IRFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

* non-profit community-based organizations (CBOs) that are providing services on behalf of the County directly to County clients/residents
* non-profit churches or non-profit religious organizations (NPO);
* public schools; and universities; and
* government agencies

Non-profits must provide proof of their tax-exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c)3.

If additional information is needed regarding this requirement, please contact the Auditor-Controller’s Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak Street, Room 249, Oakland, CA  94612 via e-mail at ACSLEBcompliance@acgov.org.

1. NOTICE OF INTENT TO AWARD
	1. At the conclusion of the IRFP response evaluation period, all Bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award.

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

* + - * 1. The name of the Bidder being recommended for contract award; and
				2. The names of all other parties that submitted proposals.
		1. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.
1. AWARD
	1. Proposals will be evaluated by evaluator(s) and will be ranked in accordance with the IRFP section titled “Evaluation Criteria/Selection Committee.”
	2. The evaluator(s) will recommend award to the Bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Bidder with the lowest price.
	3. The County reserves the right to award to a single or multiple Contractors.
	4. The County has the right to decline to award this contract or any part thereof for any reason.
	5. Board approval to award a contract is required.
	6. The IRFP specifications, terms, conditions and Exhibits, IRFP Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this IRFP.
	7. Standard Services Agreement terms and conditions may be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

[**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)]

The template contains minimal Agreement boilerplate language only.

1. DEBARMENT/SUSPENSION POLICY (PURCHASES $25,000 and Over)

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 IRFP 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 <https://www.sam.gov/SAM/>; and
* Bidders are to complete a Debarment and Suspension Certification form, included in Exhibit A – Bid Response Packet, certifying bidder, its principal, and their named and unnamed subcontractors are not debarred, suspended, or otherwise excluded by the United States Government.
1. COMPLIANCE INFORMATION AND RECORDS

As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor. [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm): [<http://acgov.org/auditor/sleb/elation.htm>]

1. SUBMITTAL OF BIDS
	* 1. All bids must be completed and successfully uploaded through Alameda County **EZSourcing** BY 2:00 p.m. on the due date specified in this IRFP. Technical difficulties in downloading/submitting documents through the Alameda County EZSourcing shall not extend the due date and time.
		2. Successful uploading of a document does not equal acceptance of the document by Alameda County.
		3. In order for bids to be considered complete, Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet.
		4. All Exhibits **must** also be submitted through the EZSourcing preferably in a single file. All information requested on the Exhibits must be supplied. Any Exhibits (or items therein) not applicable to the bidder must still be submitted as part of a complete bid response, with such pages or items clearly marked “N/A.”
		5. Bid responses will **NOT** be accepted via e-mail or facsimile.
		6. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this IRFP may be subject to public disclosure.  County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* **As described in the submittal of bids section of this IRFP, Bidders are to submit an electronic version of the bid in PDF. The electronic version must have all appropriate pages signed (**✍**).**
* **Each page of the Bid Response Packet must be submitted through the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidder are to be submitted with such pages or items clearly marked “N/A” or the bid may be disqualified as incomplete.**
* **Bidder must quote price(s) as specified in the IRFP and as specified in the** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) **event.**
* **Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.**
* **If a Bidder is making any clarifications, or taking exception to policies or specifications of this IRFP, these must be submitted in the *Exceptions and Clarifications* form of the Bid Response Packet for the bid response to be considered complete.**

###

### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 IRFP No. 902095

Alameda County Health Care for the Homeless Program Medical Consultant

**BIDDER INFORMATION SHEET**

Company Name:

Doing Business As (DBA, if applicable):

Street Address Line 1:

Street Address Line 2:

City: State:  Zip Code:

Webpage URL (if applicable) :

Type of Entity / Organizational Structure (check one):

 [ ]  Corporation [ ]  Joint Venture [ ]  Limited Liability Partnership

 [ ]  Limited Liability Corporation [ ]  Partnership [ ]  Non-Profit / Church

 [ ]  Sole Proprietor [ ]  Other:

Federal Tax Identification Number (if applicable):

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:  E-mail Address:

**Authorized Signature:**

Name:Title:

Dated E-mail Address:

**SLEB INFORMATION SHEET**

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

SLEB certification must be complete at the time of bid submittal for SLEB primes and SLEB subcontractor(s).

* For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy, GSA.OAP@acgov.org, (510) 208-9600.
* For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.

# FOR PURCHASES OVER $25,000 UP TO $100,000: Vendors must meet the definition of a small local emerging business (SLEB), or subcontract with a SLEB to participate in this IRFP. SLEB prime vendors will be eligible for a 5% bid preference. See “County Provisions” section.

* The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB:
	+ non-profit community-based organizations (CBO) that are providing services on behalf of the County directly to County clients/residents;
	+ non-profit churches or non-profit religious organizations (NPO);
	+ public schools; and universities; and
	+ government agencies.

In addition, any prime that utilizes a SLEB subcontract agrees to the following contract compliance reporting requirements: [**Online Contract Compliance System**](http://www.acgov.org/gsa/departments/purchasing/policy/compliance.htm)[<http://acgov.org/auditor/sleb/elation.htm>]

**SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET**

**In order to meet the Small Local Emerging Business (SLEB) requirements of this IRFP, all bidders must complete this form as required below.**

**Bidders not meeting the** [**definition of a SLEB**](http://acgov.org/auditor/sleb/overview.htm) **(**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)**

**Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.**

**Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).**

**County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems:** [**https://www.elationsys.com/elationsys/**](https://www.elationsys.com/elationsys/)**).**

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| **[ ]  BIDDER IS A CERTIFIED SLEB (sign at bottom of page)****SLEB BIDDER Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **NAICS Codes Included in Certification:**  |

|  |
| --- |
| **[ ]  BIDDER IS NOT A CERTIFIED SLEB and will subcontract      % with the SLEB named below for the following goods/services:** **SLEB Subcontractor Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **SLEB Certification Status: [ ]  Small / [ ]  Emerging** **NAICS Codes Included in Certification:** **SLEB Subcontractor Principal Name:** **SLEB Subcontractor Principal Signature: Date:**  |

**Upon award, prime Contractor and** **all SLEB subcontractors** that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title:

Street Address: \_     \_City       State       Zip Code

Bidder Signature:       Date:       **BIDDERS MINIMUM QUALIFICATIONS**

**Instructions:** Bidder shall respond and/or provide support documentation demonstrating fulfillment of all the minimum qualifications.

1. Bidder shall be regularly and continuously engaged in the clinical practice of providing services to safety net populations, including people experiencing homelessness for at least five (5) years. Experience shall be verified against the references submitted at the time of bid.
2. Valid license to practice as a Registered Nurse and certification as a Nurse Practitioner issued by the California Board of Registered Nursing
3. Proof of license in good standing to practice medicine in the State of California

Maximum Length: None

**BUDGET FORM**

[**Online Bid Process**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>

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

**COST SHALL BE SUBMITTED AS REQUESTED ON EZSOURCING. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes (excluding sales and use tax) and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

No minimum or maximum is guaranteed or implied.

By submission through the Alameda County **EZSourcing** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County **EZSourcing** and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Bidder must explain the proposed cost structure in a brief narrative. The cost structure shall describe how ACHCH will be invoiced, which may include hourly rates for employees, and any additional costs related to the provision of the consulting services.

1. The County estimates 30 hours per month of consulting services to be provided.
2. Description must be provided to justify budget items.

|  |  |  |  |
| --- | --- | --- | --- |
| **Employee Level/Personnel** | **Hourly Rate** | **Estimated Hours per Month** | **Total Cost** |
|  |  | 30 |  |
|  |  |  |  |
|  |  |  |  |
| **Other Costs** | **Rate** | **Total Cost** |
|  |  |  |
|  |  |  |
| **Total Proposed Budget** |  |

**DESCRIPTION OF PROPOSED SERVICES**

**Instruction:** Bid response is to include a description of the terms and conditions of services to be provided during the contract term. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder’s and County personnel involved, and the number of hours scheduled for such personnel. The description must:

1. Demonstrate your understanding to scope of work described in this IRFP that include:
	1. Clinical consultation to the Health Care for the Homeless program (ACHCH) including understanding clinical oversight of ACHCH core service areas
	2. Health Resources and Services Administration (HRSA) quality compliance and development of ACHCH’s annual clinical quality measures, including aligning ACHCH’s measures with nationally-recognized measure sets; and
	3. Facilitation of clinical meetings with ACHCH staff and contractors.
2. Demonstrate skills and experience required to meet the requirements of the County:
	1. Skills and experience in administration and operations of public sector programs and services
	2. Describe your history and experience that relate to the scope of work and demonstrate capacity towards fulfilling the scope of services. If relevant, describe the goals and services of your organization.
3. Specify how the services in the bid response will meet or exceed the requirements of the County;
	1. Describe your approach in addressing the strategy development, training, and evaluation services described in this IRFP.
	2. Describe your project management approach. Include an explanation of how you/your team will engage with ACHCH and the key partners to achieve the goals and activities
	3. Describe the key individual(s) on your team who will perform the services; describe each member’s general roles and responsibilities to achieve the scope of services. Indicate who will be the primary project lead and liaison with ACHCH.
4. Explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County;
5. Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this IRFP.

**ADDITIONAL DOCUMENTATION REQUESTED**

**Instruction:** Bid response is to include:

One (1) plan developed by the bidder.

One (1) example of training materials.

**REFERENCES**

Bidders are to provide a list of at least two references. 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.

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| --- | --- |
| 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:       |

**EXCEPTIONS AND CLARIFICATIONS**

Bidder Name:

List below requests of any clarifications and/or amendments, or taking exception to policies or specifications of this IRFP, including those to the County SLEB policy. These must be submitted in the Exceptions and Clarifications section, for the bid response to be considered complete.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

|  |  |
| --- | --- |
| **Reference to:** | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**EXAMPLE | **D** | **1.c.** | ***Vendor takes exception to…*** |
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\*Print additional pages as necessary**DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER)**

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

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

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

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

BIDDER:

PRINCIPAL: TITLE:

SIGNATURE: DATE:

# MINIMUM INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet, the Bidder agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.

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

see next page for county of alameda

minimum insurance requirements



# EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement is not required to be signed at the time of submission but is required prior to award.

**EXHIBIT D**

**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.

**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.

**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.

**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.

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

Business Associate may only use or disclose PHI:

1. 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;

1. As required by law; and

1. 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.

**PROTECTION OF PHI BY BUSINESS ASSOCIATE**

1. *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.

1. *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.

1. *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.

1. *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.

1. *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.

1. *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.

1. *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.

1. *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.

1. *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.

1. *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.

1. *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.

1. *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 deidentification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

1. *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.

**INDIVIDUAL CONTROL OVER PHI**

1. *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.

1. *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.

1. *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.

**TERMINATION**

1. *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.

1. *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.

1. *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.

**MISCELLANEOUS**

1. *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.

1. *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.

1. *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.

1. *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.

1. *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.

1. *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.

1. *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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**