**COUNTY OF ALAMEDA**

HEALTH CARE SERVICES AGENCY

REQUEST FOR PROPOSAL No. HCSA-901123

**for**

Recipe4Health Health Coaching/Nutrition Education Services Provider

|  |  |
| --- | --- |
| **Bidders Conference #1: February 28, 2023; 10:00 am (PST)**Microsoft Teams meeting**Join on your computer, mobile app or room device**[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_NmZiYTNmODYtOGYwNy00NzZhLWFmMjEtNzZmZjJmYjg1OGU0%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22cf63061b-8de8-4015-93f1-546f4c3da8e3%22%7d)Meeting ID: 262 861 078 557 Passcode: N9teWq[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)**Or call in (audio only)**+1 415-915-3950,,900803633#   United States, San Francisco(888) 715-8170,,900803633#   United States (Toll-free)Phone Conference ID: 900 803 633#[Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=900803633) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing)[Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=cf63061b-8de8-4015-93f1-546f4c3da8e3&tenantId=32fdff2c-f86e-4ba3-a47d-6a44a7f45a64&threadId=19_meeting_NmZiYTNmODYtOGYwNy00NzZhLWFmMjEtNzZmZjJmYjg1OGU0@thread.v2&messageId=0&language=en-US) | **Bidders Conference #2: March 1, 2023; 2:00 pm (PST)**Microsoft Teams meeting**Join on your computer, mobile app or room device**[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_M2QyNGZlNjEtZmYwYi00N2MxLWJmOWItYTUyNzFkZTE3YTNj%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22cf63061b-8de8-4015-93f1-546f4c3da8e3%22%7d)Meeting ID: 240 333 833 562 Passcode: 8e8V5z[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)**Or call in (audio only)**+1 415-915-3950,,896554168#   United States, San Francisco(888) 715-8170,,896554168#   United States (Toll-free)Phone Conference ID: 896 554 168#[Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=896554168) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing)[Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=cf63061b-8de8-4015-93f1-546f4c3da8e3&tenantId=32fdff2c-f86e-4ba3-a47d-6a44a7f45a64&threadId=19_meeting_M2QyNGZlNjEtZmYwYi00N2MxLWJmOWItYTUyNzFkZTE3YTNj@thread.v2&messageId=0&language=en-US) |
| Additional Information: Bidders Conferences are virtual and can be accessed by clicking on the meeting links provided above at the scheduled dates and times. |
| **For complete information regarding this project, see** **Request for Proposal (RFP) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**] or contact the County representative listed below.** **Thank you for your interest!****Contact Person: Corey Brown****Phone Number: (510) 667-3085; Email Address:** **corey.brown2@acgov.org** |

**RESPONSE DUE**

By **2:00 p.m.**

On **March 20, 2023**

at

**Alameda County Health Care Services Agency**

**1000 San Leandro Boulevard, Suite 300, San Leandro, CA 94577**

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# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. HCSA-901123

Recipe4Health Health Coaching/Nutrition Education Services Provider

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **February 22, 2023** |
| **Networking/Bidders Conference No. 1** | **February 28, 2023; 10:00 am (PST)**Microsoft Teams meeting **Join on your computer, mobile app or room device** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_NmZiYTNmODYtOGYwNy00NzZhLWFmMjEtNzZmZjJmYjg1OGU0%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22cf63061b-8de8-4015-93f1-546f4c3da8e3%22%7d) Meeting ID: 262 861 078 557 Passcode: N9teWq [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)**Or call in (audio only)** +1 415-915-3950,,900803633#   United States, San Francisco (888) 715-8170,,900803633#   United States (Toll-free) Phone Conference ID: 900 803 633# [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=900803633) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing) [Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=cf63061b-8de8-4015-93f1-546f4c3da8e3&tenantId=32fdff2c-f86e-4ba3-a47d-6a44a7f45a64&threadId=19_meeting_NmZiYTNmODYtOGYwNy00NzZhLWFmMjEtNzZmZjJmYjg1OGU0@thread.v2&messageId=0&language=en-US)  |
| **Networking/Bidders Conference No. 2** | **March 1, 2023; 2:00 pm (PST)**Microsoft Teams meeting **Join on your computer, mobile app or room device** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_M2QyNGZlNjEtZmYwYi00N2MxLWJmOWItYTUyNzFkZTE3YTNj%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22cf63061b-8de8-4015-93f1-546f4c3da8e3%22%7d) Meeting ID: 240 333 833 562 Passcode: 8e8V5z [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)**Or call in (audio only)** +1 415-915-3950,,896554168#   United States, San Francisco (888) 715-8170,,896554168#   United States (Toll-free) Phone Conference ID: 896 554 168# [Find a local number](https://dialin.teams.microsoft.com/c44e85b4-06d5-44f1-aa66-048146aad930?id=896554168) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing) [Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=cf63061b-8de8-4015-93f1-546f4c3da8e3&tenantId=32fdff2c-f86e-4ba3-a47d-6a44a7f45a64&threadId=19_meeting_M2QyNGZlNjEtZmYwYi00N2MxLWJmOWItYTUyNzFkZTE3YTNj@thread.v2&messageId=0&language=en-US)  |
| **Written Questions Due via Email:****corey.brown2@acgov.org** | **March 2, 2023 by 5:00 p.m.** |
| **List of Attendees** | **March 6, 2023**  |
| **Questions & Answers Issued** | **March 10, 2023**  |
| **Addendum Issued** [only if necessary to amend RFP] | **March 10, 2023** |
| **Response Due** 1000 San Leandro Blvd, Suite 300, San Leandro, CA 94577 | **March 20, 2023 by 2:00 p.m.** |
| **Evaluation Period** | **March 21 – April 14, 2023** |
| **Notice of Intent to Award Issued** | **April 19, 2023** |
| **Board Consideration Award Date** | **May 23, 2023** |
| **Contract Start Date** | **July 1, 2023** |

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

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. HCSA-901123

SPECIFICATIONS, TERMS & CONDITIONS

for

Recipe4Health Health Coaching/Nutrition Education Services Provider

**TABLE OF CONTENTS**

 **Page**

[CALENDAR OF EVENTS 2](#_Toc127367763)

[I. STATEMENT OF WORK 4](#_Toc127367764)

[A. INTENT 4](#_Toc127367765)

[B. BACKGROUND 4](#_Toc127367766)

[C. SCOPE 6](#_Toc127367767)

[D. BIDDER QUALIFICATIONS 10](#_Toc127367768)

[E. GENERAL REQUIREMENTS 11](#_Toc127367769)

[F. SPECIFIC REQUIREMENTS 11](#_Toc127367770)

[G. DELIVERABLES / REPORTS 12](#_Toc127367771)

[H. BIDDERS CONFERENCE(S) 14](#_Toc127367772)

[II. COUNTY PROCEDURES, TERMS, AND CONDITIONS 15](#_Toc127367773)

[I. EVALUATION CRITERIA / SELECTION COMMITTEE 15](#_Toc127367774)

[J. CONTRACT EVALUATION AND ASSESSMENT 20](#_Toc127367775)

[K. NOTICE OF INTENT TO AWARD 21](#_Toc127367776)

[L. Bid Protest / Appeals Process 21](#_Toc127367777)

[M. TERM / TERMINATION / RENEWAL 24](#_Toc127367778)

[N. APPLICABLE WAGE LAWS 24](#_Toc127367779)

[O. AWARD 24](#_Toc127367780)

[P. METHOD OF ORDERING 27](#_Toc127367781)

[Q. INVOICING 27](#_Toc127367782)

[R. ACCOUNT MANAGER / SUPPORT STAFF 28](#_Toc127367783)

[III. INSTRUCTIONS TO BIDDERS 28](#_Toc127367784)

[S. COUNTY CONTACTS 28](#_Toc127367785)

[T. SUBMITTAL OF PROPOSALS 29](#_Toc127367786)

ATTACHMENTS

EXHIBIT A **Bid RESPONSE PACKET**

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe the implementation and delivery of Recipe4Health Health Coaching/Nutrition Education services requested by the County. Recipe4Health Health Coaching/Nutrition Education services include implementation and operation of trauma-informed, culturally appropriate health coaching (both in-person and remote) groups across Alameda County to serve members of the local Medi-Cal health plans, Community Health Network clinics and Alameda Health System, and other potential clinic partners as specified by Recipe4Health in the County of Alameda. Bidders must have the ability and capacity to implement and operate a minimum of eight health coaching/nutrition education groups (some remote and some in-person). Bidders must also offer individual health coaching/nutrition education sessions (remote only) to adult patients. However, this and any additional health coaching/nutrition education groups will be based upon the availability of funding and adequate clinics joining the R4H partnership.

The County intends to award up to two 6-month contract(s) (with option to renew annually for up to 4.5 years) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets the County’s requirements.

The initial source of funding for services provided under this RFP is a combination of CalAIM/Medi-Cal revenue from health plans and grant funding. Future sources for services provided under this RFP, including subsequent amendments may include federal, state, local, or private funds. The actual amount of awards will be determined by the development of the scope and budget proposed by the Bidder(s) and will be negotiated and finalized by the County, in conjunction with the selected Bidders during the contract negotiation period. Actual award amounts may therefore differ from those originally proposed in Bidders’ response(s). Renewal of contracts with the selected Bidder(s) is contingent upon meeting performance measures and contract deliverables, as set forth by the County and subject to periodic review, and upon the availability of funding.

## BACKGROUND

As of 2020, the number of County residents who were food insecure was 154,830, which represented approximately 9.3% of the population and roughly half the number of certified Medi-Cal eligible individuals in Alameda County (source: feedingamerica.org). Furthermore in 2021, Medi-Cal eligible individuals have been told they have pre or borderline diabetes (13.6%), hypertension (32.4%), lipid problems (20.3%), and heart disease (6.6%) to name a few chronic conditions (2021 California Health Interview Survey). In 2017, ALL IN Alameda County (ALL IN), which was spearheaded by Supervisor Wilma Chan and adopted as an initiative of the Board, designed to address issues at the intersection of poverty and health, and launched a series of food as medicine pilot programs intended to address these high levels of food insecurity and chronic conditions. Following the success of these pilot programs, ALL IN created the Recipe4Health (R4H) program in 2019 to provide medically supportive foods to low-income residents experiencing food insecurity and/or are diagnosed with, or at risk of developing, nutrition-related chronic conditions such as obesity, diabetes, and hypertension. As of July 1, 2022, Alameda County’s Recipe4Health program was transferred to Health Care Services Agency (HCSA) to ensure support and alignment of its current programs with other services.

The Alameda County Recipe4Health initiative is an integrative model for healthcare that addresses the social determinants of health (specifically food insecurity and social isolation) and chronic conditions. This nationally recognized, award-winning model advances health and racial equity by transforming the healthcare system’s capacity to increase access to and utilization of affordable, nutrient-rich, medically supportive food and to provide ongoing behavioral change support to improve the overall health of communities. Recipe4Health is one of the first “food as medicine” programs in California to become a Medi-Cal (Medicaid) covered service. The Recipe4Health model has three “ingredients”:

1. Food Farmacy: Patients receive produce prescription for 12 weeks (plus refills as medically necessary) of regenerative organic produce that is local, seasonal, without pesticides, and nutrient dense, delivered weekly to their homes.
2. Health Coaching/Nutrition Education: Patients receive group/individual health coaching/nutrition education (e.g., movement, nutrition education, stress reduction and social connection) to integrate food interventions into daily life habits.
3. Food as Medicine training: Healthcare clinic staff receive clinical nutrition training and electronic health record workflow integration support.

Recipe4Health works with Alameda County clinics to implement its “food as medicine” program to address nutrition-related chronic conditions and food insecurity, generating referrals to the Food Farmacy and for Health Coaching/Nutrition Education.

Recipe4Health currently operates in five clinic sites across Alameda County: 1) Native American Health Center; 2) Lifelong Medical Center – Ashby; 3) Bay Area Community Health – Liberty; 4) Hayward Wellness Center; and 5) Tiburcio Vasquez Health Center; with expansion plans to add clinic locations in 2023 (based upon sufficient funding available for program expansion). A total of 8 health coaching/nutrition education groups, 2 in-person and 6 virtual, are currently active.

Health coaching/nutrition education services are currently provided to approximately 300 patients annually across groups, with a goal to reach approximately 875 patients annually. Patients must have a qualifying chronic condition to be referred to health coaching/nutrition education.

Health coaching/nutrition education must be transdiagnostic and able to address a range of chronic physical and mental health conditions as experienced by participants. A health coaching/nutrition education group may have a mixture of individuals with diabetes, hypertension, depression, anxiety, heart disease, and/or patients with multiple chronic conditions.

## SCOPE

* + 1. Contractor must provide health coaching/nutrition education services in each of the following formats and to the following specifications:
			1. **Clinic-based Health Coaching health/Nutrition Education Group Medical Visit (GMV)** staffed with a medical provider and medical assistant, that serves patients at a single clinic or multiple clinics within the same health system and:
				1. can be held either in-person or virtually, as determined by Recipe4Health;
				2. are held weekly for a minimum of 48 weeks per year, for 60-150 minutes per session, with exceptions made for holidays as agreed upon by County and Contractor, and in extraordinary circumstances;
				3. allows each enrolled patient to attend at least 12 sessions;
				4. include small groups with an assigned health coach/nutrition educator to create an avenue for social support for participants;
				5. include time for each participant to meet briefly with the clinic medical provider(s) and ensure a smooth participant flow in and out of group to see the medical provider, when applicable;
				6. allows a minimum of 10 participants per week, per group; if group is held in-person, number of participants will be based on space constraints of the clinic, referral patterns, and the feasible size of the group;
				7. For in-person GMVs, contractor shall work directly with the participating clinic(s) to:

Identify a process and space for unloading/loading supplies and equipment at the clinic site as appropriate and necessary;

Identify and reserve space(s) at the site for the GMV, including any necessary needs regarding space for registration;

Identify an area for storage of equipment at the clinic site, if necessary, and develop a process to secure any equipment and supplies on-site;

Ensure the room/space is returned to pre-group condition and maintain open communication with the clinic about room/space care and maintenance;

Comply with any specific clinic policies and procedures (e.g. HIPAA training, vaccines, etc).

Maintain all equipment to meet requirements of applicable health codes.

* + - * 1. For in-person GMVs, Contractor shall provide:

a healthy snack or meal for the participants at each session, as appropriate given COVID precautions in place at the time;

equipment and materials necessary for the provision of services.

* + - 1. **County-wide Health Coaching/Nutrition Education Group**, that serves patients from multiple health centers/systems. County-wide groups do not have medical providers present and:
				1. are held virtually;
				2. are held weekly for a minimum of 48 weeks per year, for 60-150 minutes per session, with exceptions made for holidays as agreed upon by County and Contractor, and in extraordinary circumstances;
				3. allows each enrolled patient to attend at least 12 sessions;
				4. allows a minimum of 10 participants per week, per group;
				5. include small groups with an assigned health coach to create an avenue for social support for participants.
			2. **Individual Health Coaching/Nutrition Education Sessions**, made available to patients from multiple health centers/systems who are unable to attend any of the Clinic-based Health Coaching/Nutrition Education Group Medical Visits or the County-wide Health Coaching/Nutrition Education Groups. Individual Health Coaching/Nutrition Education Sessions do not have medical providers present and:
				1. will be held virtually via phone or video call sessions;
				2. will provide a minimum of 4 sessions for each enrolled patient;
				3. may include referral outreach and processing, goal-setting, and coaching/nutrition education support, research data collection, zoom training, and/or preparation to transition to a Clinic-based Health Coaching/Nutrition Education Group Medical Visit or County-wide Health Coaching/Nutrition Education Group.
		1. Contractor shall provide, or hire and train as needed, staff to coordinate and implement all services as described. This includes:
			1. Staff to lead and facilitate the Clinic-based Health Coaching/Nutrition Education Group Medical Visits, County-wide Health Coaching/Nutrition Education Groups and Individual Coaching/Nutrition Education; Contractors are not required to provide medical provider or medical assistant staff as they will be provided by the specific clinic site and/or Recipe4Health;
			2. Staff time for any set-up and clean-up for any on-site Clinic-based Group Medical Visits implemented;
			3. Staff to perform referral and data coordination and tracking, de-duplication of referrals, data entry and tracking as needed;
			4. Health coaching/nutrition education staff who will communicate with patients between sessions via phone, text, Zoom, or email, in small-group and individual formats;
			5. Contractor shall provide staff at a ratio of 1 health coach/nutrition educator per a maximum of 9 patients.
		2. Recipe4Health receives and processes clinic referrals and provides referrals to Contractors at regular agreed-upon intervals (currently referrals are provided on a weekly basis). Contractor shall complete initial outreach to referred patients within 48 hours of the receipt of referrals from Recipe4Health and document attempts to reach patients, patient enrollment status, and reason for enrollment declination if patient declines health coaching/nutrition education services.
		3. Patients are also referred and separately enrolled into a Food Farmacy that delivers medically supportive food with a service provider selected by Recipe4Health. Contractor shall share status of outreach and patient enrollment in health coaching/nutrition education services with the selected food service provider and make best efforts to coordinate the start date of health coaching services in the same week, or as close to the same week, as the start date of the delivery of medically supportive food.
		4. Contractor shall coordinate with Recipe4Health evaluation team to conduct monthly surveys with patients and collaborate on larger evaluation goals, including meeting on a weekly basis.
		5. Recipe4Health and the participants’ medical providers can extend the enrollment of a defined proportion of participants in Clinic-based GMVs or County-wide Groups for up to an additional 12 sessions when deemed medically necessary. Contractor shall provide additional health coaching/nutrition education sessions to these patients upon approval of the extension of services.
		6. Contractor shall provide interactive health coaching/nutrition education services that incorporate two or more of the following topics: nutrition, physical activity, stress reduction and social connection. Recipe4Health will review health coaching/nutrition education content and provide guidance to be in alignment with Recipe4Health goals.
		7. Contractor shall provide and maintain a robust database system with the ability to track patient referrals, enrollment and attendance data and produce standardized reports.
		8. Contractor shall have the capacity to start a new health coaching/nutrition education group when given a minimum of 2 months lead time by Recipe4Health. The timing of the build for each additional health coaching/nutrition education group will be based on possessing sufficient funding sources.
		9. Contractor shall participate in meetings with Recipe4Health, clinic staff, and other partners as necessary for quality improvement efforts and to prepare for and implement health coaching/nutrition education services.
		10. Contractor shall attend training, if requested by the County of Alameda. Trainings may consist of Recipe4Health Clinic Nutritional Trainings, Special Populations, Social Determinants of Health, Motivational Interviewing, Trauma-Informed Care, Health Literacy Assessment, or other topics as required for compliance with a Primary CalAIM Payor Agreement.
		11. Contractor shall develop any Business Associate Agreements (BAA) or Memorandum of Understanding (MOU) or other partnership agreements with the clinic(s) and Alameda County Recipe4Health, as required.

## BIDDER QUALIFICATIONS

Bidders must explicitly demonstrate how they meet the minimum qualifications listed below in their bid.

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.

Prime Bidders must meet the Bidder Minimum Qualifications in order to be considered for contract award. Prime Bidders may not use the experience of proposed subcontractors and/or partners to meet the Bidder Minimum Qualifications.

* + 1. BIDDER Minimum Qualifications
1. Bidder must be regularly and continuously engaged in the business of providing health coaching/nutrition education services in English and Spanish languages for at least three (3) years, which must be clearly stated or demonstrated in the bid response.
2. Bidder must demonstrate at least two (2) years of regular and continuous experience in providing culturally competent and linguistically appropriate health coaching/nutrition education services to at least one of the following populations:
3. Black, African American, Latino/a/x, Native American, and Pacific Islander communities;
4. Residents living in underserved areas ;
5. Uninsured or underinsured communities;
6. Residents who identify as Lesbian, Gay, Bisexual, Transgender, Queer,and Non-Binary (LGBTQ+);
7. Disconnected and/or Transitional Age Youth;
8. Formerly incarcerated;
9. Households with limited English proficiency;
10. Households with low digital access or literacy;
11. Survivors of trauma and violence, including intimate partner violence;
12. Those experiencing housing insecurity/unsheltered/homeless;
13. Undocumented and indigenous immigrants or refugees.
14. Bidder must have at least one (1) year of demonstrated experience providing health coaching/nutrition education in collaboration with clinic health care teams.
15. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum or published Questions and Answers, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

## GENERAL REQUIREMENTS

Contractor’s services must meet and/or address the following general requirements which must consider the diversity of clients overall.

* + 1. Cultural Awareness & Sensitivity: Contractors must utilize culturally responsive methods to serve the target population(s) successfully. Cultural responsivity includes the client’s race, ethnicity, and language capacity, as well as intersectional experiences in various subgroups (e.g., gender, development, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status, and other factors). Cultural responsivity is enhanced when providers have lived experience.
		2. Trauma-Informed Care (TIC) Approach: Contractors must ensure they are conducting a trauma-informed care approach to services.

## SPECIFIC REQUIREMENTS

* + 1. Contractor must be a HIPAA compliant organization and follow HIPAA practices related to storing and sharing patient data.
		2. Transition Plan: The goal is to have a warm handoff for patients from one health coaching team to the next, should a transition be necessary. Bidders must specify in their proposal how they will work with prior service providers in the respective service area to transition patients to a new provider, if applicable. If patients are in the process of receiving services, with a provider that does not bid or is not awarded, providers shall minimize any break in service delivery. Recipe4Health will close referrals with the non-awarded provider and refer the patients to the new provider.
		3. Contractors must be ready to service clients at the start of the contract on July 1, 2023. Staff and all necessary provisions must be in place to begin receiving referrals at the start of the contract.

**Additional Specifications That Are Desired:** The following specifications are desired but are not required to be provided by a Bidder. Any additional items that Bidder can provide will be considered in the scoring of proposals and may become part of the contract requirements.

* + 1. Bidder is desired, but not required, to have the ability to provide health coaching/nutrition education services in additional languages other than English and Spanish. In particular, to meet patient needs, it is desired for health coaching to be offered in the following languages: Cantonese, Mandarin, Vietnamese, and/or Arabic.

## DELIVERABLES / REPORTS

* + 1. Contractor shall be required to deliver services to a minimum of 250 unique and unduplicated patients in a 6-month period.
		2. Contractor shall provide weekly and monthly reports to Recipe4Health including referral data, enrollment data, utilization data (e.g. service dates), and extension request data as follows:
			1. Weekly reporting of enrollment data shall be completed each Monday in a shared dashboard and include:
				1. Number of unduplicated referrals, by clinic, for the previous week
				2. Number of unduplicated enrollments, by clinic, group and individual coaching/nutrition education, for the previous week
				3. Number of unduplicated redemptions of services, by clinic, group, and/or individual coaching/nutrition education, for the previous week
				4. Number of patients attending each group, for the previous week
				5. Number of patients seen by the clinic provider for the previous week (for groups with a provider only)
				6. Additional information, as agreed upon between contractors and Recipe4Health
			2. Monthly Utilization data shall be completed in a report provided securely to Recipe4Health at an agreed upon date and include:
				1. Referral ID (provided by Recipe4Health in referral file) and Medical Record Number (provided by Recipe4Health in referral file)
				2. First and last name of patients enrolled in health coaching services
				3. Authorization request date (provided by Recipe4Health in referral file)
				4. Referring clinic
				5. Patient Member ID (provided by Recipe4Health in referral file)
				6. Service Type (Clinic-based health coaching/nutrition education Group Medical Visit, County-wide health coaching/nutrition education group, or Individual coaching/nutrition education)
				7. Service Dates
				8. Participant Status (active, graduated, etc.)
				9. Preferred Language
				10. Additional information, as agreed upon between contractors and Recipe4Health
			3. Requests to extend patients’ services for an additional 12 weeks shall be completed in a report provided to Recipe4Health approximately 1 month prior to the end of the initial 12 weeks of services and include, but not limited to:
				1. Referral ID and Medical Record Number
				2. First and last name of patients enrolled in health coaching/nutrition education services
				3. Original Authorization Request date
				4. Anticipated graduation/completion of services date
				5. Additional information, as agreed upon by Contractor and Recipe4Health
		3. Contractor shall prepare and present periodic reports for clinic operational meetings containing clinic site specific patient referral enrollment, no-show rates, reasons for absences, and reasons for declination of services, etc. as requested.
		4. Contractor shall provide all requested monthly survey data conducted within health coaching/nutrition education groups and individual health coaching/nutrition education, in accordance with agreed upon timelines with the Recipe4Health Evaluation Team.
		5. Contractor shall coordinate any efforts to survey clinic staff or patients with Recipe4Health prior to surveys being administered.

## BIDDERS CONFERENCE(S)

* + 1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will be online via Microsoft Teams. Bidders can participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) by clicking on the meeting links provided in the Calendar of Events.
		2. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
		3. Bidders Conference(s) will be held to:
			1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.
			2. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
			3. Provide the County with an opportunity to receive feedback related to this RFP.
		4. The Bidders Conference(s) Attendees List will be released in a separate document.
		5. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
		6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

**Corey Brown, Administrative and Financial Services Specialist**

**Alameda County, Health Care Services Agency**

**Email:** **corey.brown2@acgov.org**

* + 1. Attendance at the Bidders Conference(s) is highly recommended but are not mandatory. Potential bidders are strongly encouraged to attend to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC).  The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and optional vendor interview. The three (3) Bidders receiving the highest preliminary scores and with at least 300 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score**. The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
	1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
	2. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the Health Care Services Agency’s Special Projects Office only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. The zero to five-point scale range is defined as follows:

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

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

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder. | 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 [www.sam.gov/SAM](http://www.sam.gov/SAM). | Pass/Fail |
|  | **Cost:**The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder’s total proposed cost.Cost evaluation points may be adjusted by considering:1. Does the proposed cost capture staff and operation costs needed to meet the services proposed? (Realism)
2. How well does the proposed pricing reflect the Bidder’s effort to meet requirements and objectives of this RFP? (Reasonableness)
 | 15 Points |
|  | **Implementation Plan and Schedule:** Evaluation will include the likelihood that Bidder’s implementation plan and schedule will meet the County’s schedule and is reasonable. Identification and planning for mitigation of risks that Bidder believes may adversely affect any portion of the County’s schedule may be considered.1. Has/How well has the Bidder demonstrated that it is ready to begin service delivery on July 1, 2023?
 | 15 Points |
|  | **Relevant Experience:**Proposals will be evaluated, including considering the RFP specifications and the questions below:1. How much experience does the Bidder have with similar projects?
2. Does the Bidder have experience providing health coaching/nutritional education in clinical environments and in collaboration with health care teams?
3. How extensive is the Bidder’s experience providing culturally and linguistically appropriate health coaching/nutrition education services to one or more of the populations listed in the RFP?
4. How extensive is the application of culturally responsive methods and Trauma Informed Care services of the personnel designated to work on the project?
 | 25 Points |
|  | **References (See Exhibit A – Bid Response Packet)**  | Pass/Fail |
|  | **Description of Proposed Services:**Proposals will be evaluated considering the RFP specifications and the questions below:1. Has/How well has the Bidder demonstrated the proposed services meet the scope requested in the RFP?
2. Has/How well does Bidder demonstrate the ability to meet the outreach requirements?
3. Has/How well does Bidder demonstrate ability to coordinate with other service providers?
4. Has/How well does the Bidder’s program design and content address Recipe4Health’s program goals?
 | 20 Points |
|  | **Deliverables and Reports:**Proposals will be evaluated considering the RFP specifications about the ability to track data and outcomes and the questions below:1. Does the Bidder demonstrate the capacity to deliver services to the minimum number of patients?
2. Does the Bidder demonstrate the capacity to collect all required data and provide weekly and monthly reporting to Recipe4Health?
3. Does the Bidder demonstrate the capacity to meet HIPAA compliance requirements?
 | 15 Points |
|  | **Budget Justification and Budget Form** Proposals will be evaluated against the RFP specifications and the questions below: 1. How well does the Bidder’s cost capture all activities and staff needed to meet the services requested in the RFP?
2. Has Bidder shown they can serve the minimum number of patients per group?
3. How clear, realistic, and reasonable are costs in relation to the services provided and the number of clients to be served?
4. How well does the Bidder outline, and how diverse are, the revenue sources for its organization and the proposed program?
 | 10 Points |
|  | **Vendor Interview** Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview. | Vendor Interview may be used to revise / inform scores of criteria above |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** |
|  | ***Local* Preference:** Points equaling 5% 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% |
|  | ***Small and Local or Emerging* and *Local* Preference**: Points equaling 5% 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% |

## CONTRACT EVALUATION AND ASSESSMENT

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

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by the Health Care Services Agency’s Special Projects Office. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

* + - 1. The name(s) of the Bidder(s) being recommended for contract award; and
			2. The names of all other parties that submitted proposals.
		1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## Bid Protest / Appeals Process

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

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

Alameda County Health Care Services Agency

ATTN: James Nguyen, HCSA Administrative Officer

1000 San Leandro Blvd, Suite 300, San Leandro, CA 94577

Email: James.Nguyen@acgov.org

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

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

* + - 1. The bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
			4. The County Agency/Department will send a notification to all Bidders if a protest is received as soon as possible.
		1. Upon receipt of the written protest, the HCSA Director, or their designee, will review and evaluate the protest and issue a written decision. The HCSA Director may, at their discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing or HCSA award date.

		A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors or HCSA in the Notice of Intent to Award/Non-Award will stand.
		2. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
			1. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
			2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
			4. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
			5. The finding of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller’s OCCR will be furnished to the protestor.
			6. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
		3. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder’s failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The contract term, which may be awarded pursuant to this RFP, will be 6 months.
		2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional 4.5 years (or 54 months).
		3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

## APPLICABLE WAGE LAWS

* + 1. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

## AWARD

* + 1. Most Responsive and Responsible Bidder(s)
			1. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
			2. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
			3. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
		2. Small Local Emerging Business (SLEB) Program
1. Small and Emerging Locally Owned Business: 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.
2. As a result of the County’s commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
3. [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
4. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
5. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 611710; 621340; 621399; 624190; 813212.
6. A small business is defined by the United States Small Business Administration (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.
7. 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.
8. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.
9. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
	* 1. County Rights
			1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
			2. Any bid proposals that contain false or misleading information may be disqualified by the County.
			3. The County reserves the right to award to a single or multiple Contractors.
			4. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
			5. The County has the right to decline to award this contract or any part thereof for any reason.
		2. Procedures
			1. Board approval to award a contract is required.
			2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
			3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[**Alameda County 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 standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

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

## METHOD OF ORDERING

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

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
		2. County will use reasonable efforts to make payment within 45 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
		3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
		4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
		5. Contractor must utilize a standardized invoice format upon request.
		6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
		7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
		8. In the event the Contractor’s performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
		2. Contractor must also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
		3. Contractor must provide a dedicated, competent account manager who shall be responsible for the County account/contract and receive all orders. Contractor account manager shall be familiar with County requirements and standards and work with HCSA/OAD/Recipe4Health to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

* + 1. HCSA - Special Projects Office is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the HCSA - Special Projects Office only. Any communication regarding this RFP with other County personnel may result in disqualification.
		2. The evaluation phase of the competitive process shall begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
		3. Contact Information for this RFP:

Corey Brown, Administrative & Financial Services Specialist

Alameda County, Health Care Services Agency

1000 San Leandro Blvd, Suite 300, San Leandro, CA 94577

Email: corey.brown2@acgov.org

Phone: (510) 667-3085

* + 1. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view the posting for this RFP and other current contracting opportunities.

## SUBMITTAL OF PROPOSALS

* + 1. Document Submittal
			1. All bids must be SEALED and RECEIVED at the Health Care Services Agency of Alameda County by 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends early submittal; UNSEALED OR LATE BIDS CANNOT BE ACCEPTED.
			2. No email (electronic) or facsimile bids will be considered.
			3. Bids will be received ONLY at the address shown below, and by 2:00 p.m. on the due date specified in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.
			4. All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Health Care Services Agency’s timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids. If hand delivering bids, please allow time for parking and entry into secure building.
			5. Bids are to be addressed and delivered as follows:

**Alameda County Health Care Services Agency**

**RFP No. HCSA-901123 Recipe4Health Health Coaching/Nutrition Education Services Provider**

**ATTN: Corey Brown**

**1000 San Leandro Blvd, Suite 300**

**San Leandro, CA 94577**

For questions:

Email: corey.brown2@acgov.org

Phone: (510) 667-3085

Bidder’s name and return address must also appear on the mailing package.

**\*PLEASE NOTE that on the bid due date, a bid reception desk will be open between 9:00 a.m. – 2:00 p.m. and will be located on the 3rd Floor at 1000 San Leandro Blvd, Suite 300**.

* + 1. Bid Response Preparation
			1. Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures. All submittals should be printed on plain white paper and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.
			2. Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred) and shall be an **exact** copy of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.
			3. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
			4. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
			5. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
			6. Bidders **must** submit pricing using the budget template provided.
			7. Bid responses are to be straightforward, clear, concise and specific to the information requested.
			8. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary.  The County shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].
		2. Submissions Processes
			1. All costs required for the preparation and submission of a response shall be borne by the Bidder.
			2. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
			3. The final award information will be posted on the County’s “Contracting Opportunities” website.
			4. The County reserves the right to reject any bid response.
			5. All bid responses shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
			6. All other information regarding the bid responses will be held as confidential until the contract(s) has been fully negotiated with the recommended awardees named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will received emailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
		3. Legal Requirements
			1. “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”. (California Government Code Section 4552).
			2. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
			3. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
			4. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

### EXHIBIT A

**BID RESPONSE PACKET**

 RFP No. HCSA-901123

Recipe4Health Health Coaching/Nutrition Education Services Provider

**INSTRUCTIONS**

* + 1. Please read **EXHIBIT A – Bid Response Packet** carefully;Bidders who do not comply with the requirements and/or submit incomplete bid response packages are subject to disqualification and their **BID RESPONSE MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date.
		2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
		3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
		4. **As described in the Submittal of Bids section of this RFP, Bidders are to submit:**
			1. **One (1) original hardcopy bid** (EXHIBIT A – BID RESPONSE PACKET, including additional required documentation), with **original ink signatures**; and
			2. **One (1) electronic copy** of the bid in PDF format (with OCR, e.g. scanning, preferred).
		5. The following pages require confirmation, declaration, and /or a signature (✍). Pages must be printed and have an original signature(s). All signatures must be by an individual authorized to bind the Bidder.
1. Exhibit A – Bid Response Packet, [Bidder Acceptance](#_BIDDER_INFORMATION)
2. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#Debarment)
3. Exhibit A – Bid Response Packet, [Small Local Emerging Business (SLEB) Information Sheet](#SLEB_Info_Sheet)
4. [Must be signed by Bidder](#Prime_Bidder_Signature)
5. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB
	* 1. Any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
		2. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
		3. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
		4. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents, including those to the **County SLEB Policy**, must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
		5. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 RFP No. HCSA-901123

Recipe4Health Health Coaching/Nutrition Education Services Provider

#### REQUIRED DOCUMENTATION AND SUBMITTALS

**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., Table of Contents, Letter of Transmittal, etc.).**

1. **Table of Contents**: Bid responses shall include a Table of Contents listing the individual sections of the proposal and their corresponding page numbers.
2. **Letter of Transmittal (1-2 pp)**: Bid responses shall include a Letter of Transmittal describing Bidder’s history, capabilities and approach in providing its services to the County, as well as a highlights of the Bid Response, including how it would benefit the County. Description should also include a statement of how the Bidder meets each of the [Minimum Bidder Qualifications](#_BIDDER_QUALIFICATIONS) described in Section I.D.
3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the following forms included in Exhibit A – Bid Response Packet.

 **(a)** **Bidder Information and Acceptance** (Exhibit A, pp. 6-8, requires signature)✍

 **(b) Debarment and Suspension Certification** (Exhibit A, p. 9, requires signature)✍

 **(c)** **SLEB Partnering Information Sheet** (Exhibit A, pp. 10-11, requires signature(s))✍

 Every bidder must fill out and submit a signed SLEB Partnering Information Sheet indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated.  Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.

 **(d)** **References** (Exhibit A, pp. 12-13)

 Bidders must use the templates in Exhibit A – Bid Response Packet to provide references. Bidders are to provide a list a minimum of two (2) 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.

 **(e)** **Exceptions, Clarifications, Amendments** (Exhibit A, p.14)

This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the templates in Exhibit A – Bid Response Packet.

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

1. **Key Personnel:** Bid responses shall include a complete list of all key personnel associated with the programs and services described in this bid. For each person on the list, include the following information:
2. The person’s relationship with Bidder, including job title and years of employment with Bidder;
3. The role that person will play in connection with the RFP response;
4. Person’s educational background; and
5. Person’s relevant experience, certifications, and/or merits.
6. **Description of Relevant Experience (1-2 pages)**: Bid response shall describe Bidder’s capacity, qualification, and relevant experience to deliver the services requested in the [Scope](#_SCOPE) and [General Requirements](#_GENERAL_REQUIREMENTS) sections of this RFP, including:
7. Describe Bidder’s relevant experience, examples or projects;
8. Detail Bidder’s experience working in clinic environments and with clinic teams;
9. Explain Bidder’s experience providing culturally responsive and linguistically appropriate health coaching/nutrition education to patient populations listed in Section D.1.b. under [Bidder Qualifications](#_BIDDER_QUALIFICATIONS), and;
10. Describe Bidder’s experience with the application of culturally responsive and Trauma Informed Care methods in the delivery of services.
11. **Description of the Proposed Services (2-4 pp)**: Bid response shall include a detailed description of the proposed programs and services requested in the [Scope](#_SCOPE) and [Specific Requirements](#_SPECIFIC_REQUIREMENTS) sections of this RFP, including:
12. Details about how Bidder will meet patient outreach requirements;
13. Describe how Bidder will coordinate with other service providers (such as food delivery and the evaluation team); and
14. Provide examples of health coaching/nutrition education content Bidder will provide in health coaching/nutrition education groups and explain how this will address Recipe4Health program goals
15. **Implementation Plan and Schedule (1-2 pages)**: The bid response shall include an implementation plan and schedule. The plan shall outline how the Bidder will be ready to implement proposed services by the contract start date of July 1, 2023. In addition, the plan shall include details about the Bidders readiness to receive patient referrals at the start of the contract term.
16. **Deliverables and Reports (1-2 pages)**: Bidder response shall clearly describe the ability to meet or exceed minimum service delivery and reporting requirements as outlined in the [Deliverables / Reports](#_DELIVERABLES_/_REPORTS) section of this RFP. The response should include the Bidder’s ability to deliver services to the minimum required number of patients, detail existing data collection methods and/or infrastructure as well as ability to report on patient data to meet the weekly and monthly reporting requirements. In addition, Bidder must describe what HIPAA compliance practices are utilized to ensure the confidentiality of patient health data.
17. **Budget and Budget Narrative (1-3 pages)**: Bidders must submit a budget and budget narrative. The proposed budget should state costs, including personnel, supplies and materials, administrative, indirect costs, etc. to provide the proposed services for the 6-month contract period. Budget must be submitted using the [Budget Form](#_BUDGET_FORM) provided on p.19 of this Exhibit. The justification should provide a breakdown of the cost(s) listed in the budget form and include additional details about the number of staff required as well as a staff to patient ratio for the proposed services. The budget narrative should also include projected additional revenue (i.e. billing revenue, leveraged funds) as well as expenditures over the anticipated 6-month contract term. If Bidder has capacity to serve more than the minimum number of clients, please provide additional details in the budget justification.
18. **Credentials**: The Bidder must provide proof of any other permits, licenses, and/or professional credentials necessary to supply products and perform services as specified in this RFP if requested by the County.
19. **Insurance Requirements** (Review; no submission required)
20. **HIPAA Business Associate Agreement** (Review; no submission required)
21. **Alameda Alliance for Health Organization Attestation** (Review; no submission required)

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| BIDDER INFORMATION |

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

**Type of Entity / Organizational Structure (check one):**

 [ ]  Corporation [ ]  Joint Venture [ ]  Partnership

 [ ]  Limited Liability Partnership [ ]  Limited Liability Corporation [ ]  Sole Proprietor

 [ ]  Non-Profit / Church [ ]  Other:

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

**Primary Contact Information:**

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

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| BIDDER ACCEPTANCE  |

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. HCSA-901123 –Recipe4Health Health Coaching/Nutrition Education Services Provider.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
	1. [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

1. [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

1. [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

1. [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

1. **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**

[<http://acgov.org/auditor/sleb/overview.htm>]

1. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

1. [**First Source**](http://acgov.org/auditor/sleb/sourceprogram.htm)

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

1. [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm)

[<http://acgov.org/auditor/sleb/elation.htm>]

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
4. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. 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 the RFP.
5. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
6. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

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| --- |
| **SIGNATURE:** ✍ Name/Title of Authorized Signer:  Dated this  day of  20  |

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| --- |
| DEBARMENT AND SUSPENSION CERTIFICATION |

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

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

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

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

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| **BIDDER:** **PRINCIPAL: TITLE:** **SIGNATURE:** ✍ **DATE:**  |

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| SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION |

**Instructions**:

On the following page is the **SLEB Information Sheet**.

Every Bidder **must complete and submit a signed SLEB Information Sheet** indicating their SLEB certification status.

If the 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 Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be **valid** at the time of bid response 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.
* For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, OCCR@acgov.org, (510) 891-5500.

**If a Bidder is located within Alameda County but not a certified SLEB, the following documentation must be in included in the Bid response:**

1. Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
2. Proof of six months business residency, identifying the Bidder’s name and the local address. Utility bills, deeds of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

The undersigned acknowledges ONE of the following (**Please check only ONE box**):

[ ]  Bidder is a certified SLEB (Provide SLEB Certification Number in the SLEB Information Sheet below); **or**

[ ]  Bidder is LOCAL to Alameda County (Attach documentation listed in No. 5. above); OR

[ ]  Bidder is not local to Alameda County.

|  |
| --- |
| SLEB INFORMATION SHEET  |

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form.

Bidders that are not certified SLEBS (for the definition of a SLEB, see[**Alameda County SLEB Program Overview**](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 eligible 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. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of thebenefits of the partnership will be economical, 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, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with[**Elation Systems**](http://www.elationsys.com/elationsys/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

|  |
| --- |
| **[ ]  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:**  |

**OR**

|  |
| --- |
| **[ ]  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:** ✍ |

**Upon award, Bidder (the Prime Contractor) and** **all SLEB subcontractors** 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:**

|  |
| --- |
| **REFERENCES** |

**Instructions**: On the following page is the templates that Bidders are to use for providing references. Bidders are to provide a **minimum of two (2) references**. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.

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

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

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

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

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

|  |
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| **REFERENCES** |

RFP No. HCSA-901123

Recipe4Health Health Coaching/Nutrition Education Services Provider

Bidder Name:

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

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

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

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

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

\*Use additional pages as necessary

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| EXCEPTIONS AND CLARIFICATIONS |

**Instructions**: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

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

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| **Reference to:** | **Description** |
| Page No.EXAMPLE | Section | Item No. |  |
| **p. 23** | **D** | **1.c.** | ***Bidder takes exception to…*** |
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\*Use additional pages as necessary

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| KEY PERSONNEL |

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

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

1. The person’s relationship with Bidder, including job title and years of employment with Bidder.
2. The person's role in connection with the RFP and any awarded contract.
3. Educational background; and
4. Related experience on similar projects, certifications, and merits.

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

**Maximum Length: There is no limit to this section.**

**DESCRIPTION OF RELEVANT EXPERIENCE**

**Instructions:** Bidder is to provide a **Description of Relevant Experience**.

The *Description of Relevant Experience* must describe the Bidder’s capacity, qualification, and relevant experience to deliver the services requested. The Bidder must address how they meet or exceed the requirements listed in the [Scope](#_SCOPE) and [General Requirements](#_GENERAL_REQUIREMENTS) sections of this RFP.

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

1. Describe Bidder’s relevant experience, example or projects.
2. Detail Bidder’s experience working in clinic environments and with clinic teams.
3. Explain Bidder’s experience providing culturally responsive and linguistically appropriate health coaching/nutrition education services to patient populations listed in Section D.1.b under [Bidder Qualifications](#_BIDDER_QUALIFICATIONS).
4. Describe Bidder’s experience with the application of culturally responsive and Trauma Informed Care methods in the delivery of services.

**Maximum Length: 2 pages**

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| **DESCRIPTION OF PROPOSED SERVICES** |

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

The *Description of Proposed Services* must describe the overall services and/or program. The Bidder must address how they will meet or exceed each requirement listed in [Scope](#_SCOPE) and [Specific Requirements](#_SPECIFIC_REQUIREMENTS) sections of this RFP.

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

1. Details about how Bidder will meet patient outreach requirements.
2. Describe how Bidder will coordinate with other service providers (such as food delivery and evaluation team).
3. Provide examples of health coaching/nutrition education content Bidder will provide in health coaching/nutrition education groups and explain how this will address Recipe4Health program goals.

**Maximum Length: 4 pages**

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| **IMPLEMENTATION PLAN AND SCHEDULE** |

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

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

1. Outline how the Bidder will be ready to implement proposed services by the contract start date of July 1, 2023.
2. Details about the Bidders readiness to receive patient referrals at the start of the contract term.

**Maximum Length: 1 page**

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| **DELIVERABLES AND REPORTS** |

**Instructions:** Bidder is to provide details about **Deliverables and Reports**.

The *Deliverables and Reports* section shall clearly describe the Bidder’s ability to meet or exceed minimum service delivery and reporting requirements as outlined in [Deliverables / Reports](#_DELIVERABLES_/_REPORTS).

The *Deliverables and Reports* section should specifically address the following:

1. Bidder’s ability to deliver services to the minimum required number of patients.
2. Describe Bidder’s existing data collection methods and/or infrastructure.
3. Detail Bidder’s ability to report on patient data and meet the weekly and monthly reporting requirements.
4. Describe HIPAA compliance practices Bidder utilizes to ensure the confidentiality of patient health data.

**Maximum Length: 2 pages**

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| BUDGET FORM |

**Instructions**:Bidder must use the **Budget Form** provided below. The proposed budget should state costs, including personnel, supplies and materials, administrative, indirect costs, etc. to provide the proposed services for 8 health coaching/nutrition education groups (4 virtual Clinic-based GMVs at minimum of 10 patients per group, 2 in-person Clinic-based GMVs at minimum of 10 patients per group, and 2 County-wide groups at minimum of 10 patients per group) and 150 individual coaching/nutrition education patients for the 6-month contract period.

**COST MUST BE SUBMITTED AS REQUESTED ON THE BUDGET FORM. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid proposals that do not comply may be rejected.

Bid pricing on all line items is required. Line items may be marked with $0 if there is no cost for a particular line item. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

|  |  |
| --- | --- |
| **Budget Item** | **Expense** |
| **Operating Expenses** |   |
| *Clinic-based health coaching/nutrition education Group Medical Visits Virtual* *(4 groups at minimum patient capacity of 10 patients per group)* |   |
| Personnel | $ |
| Materials and Supplies | $ |
| Other Expenses | $ |
| *Clinic-based health coaching/nutrition education Group Medical Visits - In-person (2 groups at minimum patient capacity of 10 patients per group)* |   |
| Personnel | $ |
| Materials and Supplies | $ |
| Other Expenses | $ |
| *County-wide health coaching/nutrition education Groups* *(2 groups at minimum patient capacity of 10 patients per group)* |   |
| Personnel | $ |
| Materials and Supplies | $ |
| Other Expenses | $ |
| *Individual health coaching/nutrition education infrastructure (150 patients)* |   |
| Personnel | $ |
| Materials and Supplies | $ |
| Other Expenses | $ |
| **Operating Expenses Subtotal** | **$** |
| Indirect Costs (not to exceed 14.9% of total budget) | $ |
| **Program Total** | **$** |

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| BUDGET NARRATIVE  |

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

The *Budget Narrative* must provide a breakdown of the cost(s) listed in the *BUDGET FORM*. All costs attributed to the project under the awarded contract MUST be listed and described in the *Budget Narrative*.

The budget justification should include:

1. A breakdown of the cost(s) listed in the budget form;
2. Additional details about the number of staff required as well as a staff to patient ratio for the each of the proposed services;
3. Any projected additional revenue (i.e. billing revenue, leveraged funds) as well as expenditures over the anticipated 6-month contract term; and
4. If Bidder has capacity to serve more than the minimum number of clients per group, please provide additional details about the maximum group size the Bidder can accommodate as well as any additional costs that may be required to accommodate the maximum group size.

**Maximum Length: 3 pages**

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| INSURANCE REQUIREMENTS |

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

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

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

see next page for county of alameda

minimum insurance requirements



**HIPAA BUSINESS ASSOCIATE AGREEMENT**

**Instructions**: The HIPAA Business Associate Agreement is not required to be completed at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder understands the terms set forth in this Business Associate Agreement will be incorporated into any contract awarded as a result of this RFP.

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

**ALAMEDA ALLIANCE FOR HEALTH ORGANIZATION ATTESTATION**

**Instructions**: The Alameda Alliance for Health Organization Attestation is not required to be completed at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder understands the terms set forth in this Attestation will be incorporated into any contract awarded as a result of this RFP.

Funds used for payment of this Contract may be from or subject to reimbursement per requirements set by Alameda Alliance for Health within the CalAIM Community Supports for Medically Supportive Food and Nutrition contract between the County of Alameda and Alameda Alliance for Health, Contractors must be able to complete the Alameda Alliance for Health Organizational Attestation, as follows:

I certify that no staff/party working in this program:

* 1. Currently have their Medicaid billing privileges terminated for-cause or are excluded by a State Medicaid agency;
	2. Currently are excluded from any other Federal health care program;
	3. Have a history of fraud, waste and/or abuse;
	4. Have a recent history of criminal activity, including a history of criminal activities that endanger Members and/or their families within the last two years. If not, then the clinic will need to run a current background check that is within the last two years;
	5. Currently are debarred, suspended, or otherwise excluded from participating in any other Federal procurement or non-procurement program or activity in accordance with the Federal Acquisition Streamlining Act implementing regulations and the Department of Health and Human Services non-procurement common rule at 45 CFR part 76.