



# COUNTY OF ALAMEDA

## ADDENDUM 1

INFORMAL REQUEST FOR PROPOSAL No. ACPHD-CMS-1007

for

### Family Centered Care

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

Thank you for your interest!

Contact Person: ~~Kabir Hypolite~~ **Eric Gillespie**

Phone Number: (510)-268-7665

Email Address: [PHDProcurements@acgov.org](mailto:PHDProcurements@acgov.org)

Alameda County Public Health Department – Procurements Unit

RESPONSE DUE

by

2:00 p.m.

on

~~Friday, June 16, 2023~~ **Monday, June 26, 2023**

through

Alameda County Public Health Department (ACPHD) – Procurements Unit

~~Kabir Hypolite, Administrative Services, Procurements Manager~~ **Eric Gillespie**

[PHDProcurements@acgov.org](mailto:PHDProcurements@acgov.org)



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# CALENDAR OF EVENTS

## INFORMAL REQUEST FOR PROPOSAL No. ACPHD-CMS-1007 FAMILY CENTERED CARE

EVENT	DATE/LOCATION
Request Issued	Monday, June 5, 2023
Addendum Issued (only if necessary to amend IRFP)	N/A
Response Due and Submitted through ACPHD – Procurements Unit <a href="mailto:PHDProcurements@acgov.org">PHDProcurements@acgov.org</a>	<del>Friday, June 16, 2023 by 2:00 p.m.</del> Monday, June 26, 2023 by 2:00 p.m.
Evaluation Period	<del>Friday, June 16, 2023 – Friday, June 30, 2023</del> Monday, June 26, 2023 – Monday, July 10, 2023
Notice of Intent to Award Issued	<del>Monday, July 3, 2023</del> Tuesday, July 11, 2023
Board Consideration Award Date	<del>Tuesday, August 1, 2023</del> Tuesday, September 19, 2023
Contract Start Date	Sunday, October 1, 2023

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

**COUNTY OF ALAMEDA**  
**INFORMAL REQUEST FOR PROPOSAL No. ACPHD-CMS-1007**  
**SPECIFICATIONS, TERMS & CONDITIONS**  
**for**  
**FAMILY CENTERED CARE**

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## I. STATEMENT OF WORK

### A. INTENT

It is the intent of these specifications, terms, and conditions to describe the services requested by the Alameda County Health Care Services Agency, Public Health Department, California Children's Services (hereafter, County). County is seeking an experienced contractor to provide family-focused care management and resource and referral navigation services ("Family-Centered Care Services") to the families of clients enrolled in Alameda County's California Children's Services Program and are not members of a Medi-Cal Managed Care Plan.

County intends to award a nine (9) month contract (with the option to renew annually for a maximum of five [5] years) to the Bidder whose response conforms to the IRFP and meets the County's requirements. An initial amount not to exceed \$72,000 may be available during the initial contract term. Future amounts may be negotiated in subsequent years upon renewal to cover the services outlined in this IRFP, dependent on availability of future contract funding.

### B. SCOPE

Alameda County's California Children's Services program seeks to contract direct client services including family navigation, care management, youth to adult transition planning, and service linkages as well as training a training module for Public Health's CCS Enhanced Care Management (ECM) staff. The selected bidder shall perform a needs assessment for clients in the CCS program who are not members of a Medi-Cal Managed Care Plan to determine which of these components will benefit clients and their families.

#### **Core Components**

Awarded bidder shall be prepared to provide the following core components for this project:

- **Family-Centered Support:** recognizes the role families need to have in the decision making and care for their children. Family members are experts on their child's abilities and needs. All families are unique, and their needs are influenced by their culture, history, and exposure to trauma.
- **Family Navigation:** helps families with accessing community resources, educating families to advocate for themselves, and participate in the care team.
- **Care Management:** ensures coordination of a client's specialty medical care, and referrals to services to meet psycho-social needs.
- **Youth to Adult Transition Planning:** supports a youth's transition to adult care and services.

- **Service Linkages:** connections between health care providers, government programs, and community organizations to support the family and client’s well-being.
- **Training Module:** provide a 6- week training module for Public Health’s CCS ECM providers

### **Population of Focus**

Children and youth ages zero (0) to twenty-one (21) with special health needs enrolled in Alameda County’s California Children’s Services (CCS) program and who are not enrolled in a MediCal Managed Care Plan.

## C. BACKGROUND

### **Family Health Services (FHS)**

The mission of the Family Health Services (FHS) Division of the Alameda County Public Health Department is to improve the health and well-being of our diverse families with compassionate, comprehensive, and collaborative services. The FHS division provides a range of services including educational, preventative, diagnostic, and treatment services for, children, youth up to age 21, and parents. FHS programs aim to ensure access to care, reduce infant and maternal mortality and improve the health and wellbeing of mothers, fathers, families with young children, and children/youth with special health care needs. Programs operated in the division include: California Children’s Services (CCS); Child Health and Disability Prevention (CHDP); Health Care Program for Children in Foster Care (HCPCFC) Developmental Disabilities Council (DDC); and the Maternal, Paternal, Child, and Adolescent Health Program (MPCAH)

### **California Children’s Services (CCS)**

California Children’s Services (CCS) works with hospitals and community agencies to provide children with complex medical needs and their families the right care, at the right time, at the right place. CCS is the oldest and largest public health program in the state of California. CCS provides medical case management services for children and youth with special health care needs (CYSHN) under 21 years who have complex, chronic, often disabling and/or life-threatening medical conditions that require specialty medical care. Most CCS families have low incomes and are Medi-Cal beneficiaries. The CCS Medical Therapy Program provides occupational and physical therapy to children and youth with medically eligible conditions regardless of income, mostly at school-based sites throughout the County.

The selected Bidder will work with both the CCS case management and medical therapy programs to provide trauma-informed, linguistically appropriate, and culturally responsive services. Services under this IRFP will help Alameda County CCS meet performance measures set by the State for family participation and planning for transition from pediatric to adult services.

D. BIDDER QUALIFICATIONS

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

1. Bidder shall have a minimum of 2 years' experience with peer-to-peer support and delivering family-centered care.
2. Bidder shall have a minimum of 2 years' experience serving families of children and youth with special health care needs.
3. Bidder shall provide linguistically appropriate services in threshold languages or have access to a language line.
4. Bidder must be located in Alameda County with the capacity and readiness to establish and operate services by October 1, 2023.
5. Bidder must possess all permits, licenses, and professional credentials necessary to perform services specified under this IRFP. Unless noted otherwise in the IRFP, for example the item(s) stated above, 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.

E. SPECIFIC REQUIREMENTS

**Scope**

The main service categories for this project are Peer-to-Peer Family Support Services, and Consultation and Training Services. **Peer-to-Peer Family Support Services** are delivered directly to clients, serving a minimum of 150 families per year. **Consultation and Training Services** are provided to County personnel to support the goals of Peer-to-Peer Family Services. Bidders must bid on and be prepared to perform both categories of services to participate in this IRFP.

**Peer-to-Peer Family Support Services**

There has been a long history of need for family support for parents of children with medical complexity. Many parents are unfamiliar with navigating through the health care system and complexities involved with caring for a child with special health care needs. Families may find it to be stressful to hear that their child has a chronic, disabling and/or life-threatening diagnosis. The County has found peer-to-peer mentoring to be very effective in assisting families to navigate systems to ensure their child receives appropriate medical care. As the medical status of the client changes, the level of support needed for each client and family can vary over time. Peer-to-peer mentoring provides families with the tools to advocate for services and supports they need for their child at any given time.

Peer-to-peer family support services must assist CCS families with navigating the CCS program, as well as other governmental and community-based programs and benefits used by CCS families. CCS Parent Liaisons must provide one-on-one coaching with parents, individual and group trainings for parents and families, and mediation between families and the CCS program. Assistance must be linguistically appropriate, trauma-informed, and culturally responsive. Goals of direct services to families include, connecting children and families to community resources, increasing family knowledge of services available, increasing family confidence in advocating for their child, and helping families and youth prepare for transition to adult services.

Before services are delivered, Awarded Bidder will engage in outreach and needs-assessment activities. Awarded Bidder must produce informational materials and establish a referral process for County to provide to families. Bidder personnel must regularly visit all CCS program sites, on a mutually agreed basis.

Based on CCS client referrals and subsequent needs-assessment, Awarded Bidder must provide structured family navigation services to CCS families. These services are time-limited, for a period of three to six months depending on the needs of the family. Awarded Bidder should reassess the needs of the client and family to recommend an extension of services.

#### **Consultation and Training Services**

Awarded Bidder must train CCS staff members on best practices to refer clients effectively and appropriately to Peer-to-Peer Family Support Services as well as a 6-week training course on care coordination and case management for families with children with a chronic, disabling and/or life-threatening diagnosis.

Awarded Bidder must train CCS staff members to identify and refer candidates from their client caseload who are not members of the MediCal Managed Care Plan to the Awarded Bidder's services. Trainings must also include reviewing key concepts of family centered care. County requires at least one large group training per year for this project. Other trainings may be necessary for new employees, or to address emergent needs.

**Additional Specifics That Are Desired:** The following specifics 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.

#### **F. DELIVERABLES / REPORTS**

Awarded Bidder must submit performance measures to meet the County's Results-Based Accountability (RBA) requirements. Performance measures must include outreach efforts, number of families enrolled, and client satisfaction. The table below is a sample of the County's objectives for this contract. These objectives are subject to

change upon mutual agreement between Awarded Bidder and County, depending on program need.

Objective	Performance Measure	Data Collection Tool/Data Source
Contractor provided one-on-one peer family support services to 150 Alameda County families who are non-MediCal Managed Care Plan members.	# of families receiving Peer-to-Peer family support services	Contractor data files
Objective	Performance Measure	Data Collection Tool/Data Source
For families receiving peer-to-peer support, 100% of family members received linguistically appropriate services.	%# of families receiving services in their preferred language  % of families reporting agree or strongly agree they received information that was easy to understand	Survey
For families receiving peer-to-peer support services, 80% of family members were helped to connect to and/or advocate for at least one service.	% of families successfully received assistance in connecting/advocating for at least one service	Survey
80% of families report that Family Navigation increased their knowledge of services available to their family.	% of families reporting agree or strongly agree that FN increased their knowledge of services	Survey
60% of families feel that Family Navigation increased their confidence in advocating for services for their child or family.	% of families reporting agree or strongly agree that FN increased their knowledge of services	Survey
75% of families receiving Family Navigation would recommend the service to a friend or family member.	% of families reporting agree or strongly agree that FN increased their knowledge of services	Survey
Contractor facilitated at least one support group for CCS eligible families.	# of support group meetings # parents attending	Support group sign in sheets
Contractor provided at least one group trainings for CCS eligible families.	# of trainings # of parents attending	Training sign in sheets



Contractor provided CCS staff with training and materials to reinforce family centered care practices.	# attending trainings % reporting that training helped with family perspective	Training sign in sheets Training survey
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Contractor must submit RBA measures quarterly on the third Friday after the close of each quarter. County and Contractor must meet quarterly to discuss the RBA report, summarizing activities, accomplishments, and make recommendations for the next quarter.

**II. COUNTY PROCEDURES, TERMS, AND CONDITIONS**

**G. 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 is determined on a pass/fail basis.
2. **Evaluation by County Evaluators.** All proposals that have passed the initial Evaluation Criteria will be evaluated by County Evaluator(s). The Evaluator(s) 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 Evaluators will score the proposals according to the Evaluation Criteria set forth in this IRFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the Evaluators.
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 IRFP.
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. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The Evaluators will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
8. **Final Score.** The final maximum score for any procurement is 500 points. Proposals will be ranked by their final scores.
9. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the Alameda County Public Health Department – Procurements Unit only. Bidders must neither contact nor lobby evaluators during the evaluation process. Attempts by Bidders to contact and/or influence Evaluators may result in disqualification of Bidders.
10. **Determining Award.** As a result of this IRFP, 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 IRFP 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.
11. The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet IRFP specifications. 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 IRFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable and likely to achieve all objectives in a reasonable fashion per IRFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by Evaluators.

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 IRFP 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 IRFP specifications.

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

	Evaluation Criteria	Weight
A.	<p><b>Completeness of Response:</b></p> <p>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.</p>	Pass/Fail
B.	<p><b>Debarment and Suspension:</b></p> <p>Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at <a href="http://www.sam.gov/SAM">www.sam.gov/SAM</a>.</p>	Pass/Fail
C.	<p><b>Cost, Budget Justification, and Budget Form:</b></p> <p>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.</p> <p>Cost evaluation points may be adjusted by considering:</p> <ol style="list-style-type: none"> <li>1. How well does the Bidder's proposed budget and justification capture all activities and staff needed to meet the services requested?</li> <li>2. How well does the Bidder allocate staff and resources?</li> <li>3. Is the proposed cost appropriate to the nature of the services to be provided?</li> </ol>	20 Points

	<p>4. How clear, realistic, and reasonable are costs in relation to the services provided and the number of clients to be served?</p> <p>5. How well does the Bidder outline their sources and stability of funding?</p> <p>6. How well does the Bidder describe its fiscal oversight and management practices?</p> <p>7. How well do staff salaries reflect local costs of living?</p> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	
D.	<p><b>Description of Proposed Services, including Implementation Plan and Schedule:</b></p> <p>1. An evaluation will be made of the quality of the service delivery model, as well as the likelihood that the Bidder’s implementation plan will meet the County’s schedule and requirements.</p> <p>2. a) Provision of the service data; and b) description of quality of work will also be evaluated as whether the proposal clearly identifies the need and importance of serving a targeted population.</p>	20 Points
E.	<p><b>Relevant Experience:</b></p> <p>Proposals will be evaluated, including considering the IRFP specifications and the questions below:</p> <p>1. How much experience does the Bidder have with similar projects?</p> <p>2. Do the individuals assigned to the project have experience on similar projects?</p> <p>3. How extensive is the applicable education and experience of the personnel designated to work on the project?</p>	20 Points
F.	<p><b>References (See Exhibit A – Bid Response Packet)</b></p>	10 Points
G.	<p><b>Understanding of the Project:</b></p> <p>Proposals will be evaluated considering the IRFP specifications and the questions below:</p>	15 Points

	<ol style="list-style-type: none"> <li>1. Has/How well has the Bidder demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the Bidder identified pertinent challenges in serving the population of focus?</li> <li>3. Has/How well has the Bidder demonstrated that it understands the deliverables the County expects it to provide?</li> <li>4. Has/How well has the Bidder demonstrated that it understands the County's schedule and can meet it?</li> </ol>	
H.	<p><b>Deliverables and Reports:</b></p> <p>Proposals will be evaluated based on ability to track data and outcomes.</p> <ol style="list-style-type: none"> <li>1. How clear are Bidder's measurable outcomes?</li> <li>2. How thorough, thoughtful, and relevant are Bidder's plan to collect data to monitor the progress of the proposed services? Were challenges and issues clearly articulated?</li> </ol>	15 Points

H. 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:
  - a. The Contractor has complied with all terms of this IRFP and the contract; and
  - b. 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 re-bid 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.

I. NOTICE OF INTENT TO AWARD

1. At the conclusion of the IRFP 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 Alameda County Public Health Department (ACPHD) – Procurement Unit. 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:

- a. The name(s) of the Bidder(s) being recommended for contract award; and
  - b. The names of all other parties that submitted proposals.
2. 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.

J. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this IRFP, will be nine (9) months, ending on June 30, 2024.
2. By mutual agreement, any contract which may be awarded pursuant to this IRFP, may be extended for an additional four (4) years.
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 shall 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.

K. AWARD

1. Most Responsive and Responsible Bidder(s)
  - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
  - b. 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).
  - c. 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. Federal Contract Provisions: Funds used for payment of contract(s) awarded from this procurement may be from, or subject to reimbursement, by state and/or federal funds. Some of these funding sources require additional contractual obligations. Bidder must agree to federal contracting terms and conditions, that supplement the County's Standard Services Contract General Terms and Conditions which are attached as hereto as **Exhibit B, Federal Contract Provisions**. The successful Bidder must meet federal requirements and agree to the terms including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.
3. County Rights
  - a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this IRFP, 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.
  - b. Any bid proposals that contain false or misleading information may be disqualified by the County.
  - c. The County reserves the right to award to a single or multiple Contractors.
  - d. 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.

- e. The County has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board approval to award a contract is required.
- b. 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.
- c. 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 the Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

**[Alameda County Federal Standard Services Agreement Template](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu)**

[\[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu\]](https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EcP9Z6qYJsVEtFJU8ZTS-7MBs6nT4AjOufE4yZTg-KoJGA?e=yyyBfu)

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this IRFP and the bid proposal(s). As noted above, **Exhibit B, Federal Contract Provisions**, will be part of the contract.

- d. The IRFP specifications, terms, conditions, Exhibits, IRFP Addenda, and Bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this IRFP.

L. 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 30 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.

M. 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 IRFP and any contract which may arise pursuant to this IRFP.
2. Contractor must also provide adequate, competent support staff that must be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this IRFP. 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 will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the ACPHD Family Health Services – California Children's Services Unit staff to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

III. INSTRUCTIONS TO BIDDERS

N. COUNTY CONTACTS

1. Alameda County Public Health Department (ACPHD), Administrative Services Division, Procurement Unit is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the ACPHC, Administrative Services Division, Procurement Unit only.

Any communication regarding this IRFP with other County personnel may result in disqualification.

2. The evaluation phase of the competitive process shall begin upon bid proposals due date and continue until a contract has been awarded.
3. Contact Information for this IRFP:

~~Kabir Hypolite, Procurements Manager~~ **Eric Gillespie**  
**Alameda County Public Health Department**  
**Administrative Services, Procurements Unit**  
**1100 San Leandro Blvd., Suite 120**  
**San Leandro, CA 94577**  
**Email: [PHDProcurements@acgov.org](mailto:PHDProcurements@acgov.org)**  
**Phone: (510)-268-7665**

4. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this IRFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this IRFP. 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 IRFP and other current contracting opportunities.

O. SUBMITTAL OF PROPOSALS

1. Document Submittal
  - a. All proposal documents (Exhibit A - Bid Response Packet) must be completed and successfully submitted by e-mail ([PHDProcurements@acgov.org](mailto:PHDProcurements@acgov.org)) to the Alameda County Public Health Department – Procurements Unit **BY 2:00 p.m. on the due date specified in the Calendar of Events**. The County strongly recommends e-mailing early; technical difficulties in submitting documents by e-mail will not extend the due date and time. No hardcopy, or facsimile proposals will be considered.
  - b. Bidders **must** submit an electronic version of their proposal in a PDF file attachment, preferably a single file if 20MB or less.
  - c. 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.**

- d. 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 IRFP 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/].
  - e. 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.
2. Submissions Processes
- a. All costs required for the preparation and submission of a proposal shall be borne by the Bidder.
  - b. Only one bid proposal 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.
  - c. The final award information will be posted on the County's "Contracting Opportunities" website.
  - d. The County reserves the right to reject any proposal.
  - e. All bid proposals shall remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
3. Legal Requirements
- a. "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).

- b. 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.
- c. 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 IRFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the IRFP and contract documents.
- d. 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

### INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED**. Alameda County will not accept submissions or documentation after the bid response due date and time. Successful submission of a document by e-mail after the bid response due date and time does not equal acceptance of the document by Alameda County.
2. The bid response must comply with all requirements contained in the IRFP. **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 response 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. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be included with the Bid Response Packet as part of the Bidder’s proposal.
  - a. Exhibit A – Bid Response Packet, Bidder Acceptance
  - b. Exhibit A – Bid Response Packet, Debarment and Suspension Certification
  - c. Exhibit B-1 – Certification for Contracts, Grants, Loans, and Cooperative Agreements; CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)
5. Each page of the Bid Response Packet must be submitted to [PHDProcurements@acgov.org](mailto:PHDProcurements@acgov.org) via e-mail as part of a PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidder must be submitted with such pages or items clearly marked “N/A” or the bid response may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid response may be disqualified.
7. Bidder must quote price(s) as specified in the IRFP, using the form(s) as amended or revised by any Addenda.
8. Any clarifications or exceptions to policies or specifications of this IRFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications*** form of the Bid Response Packet.
9. **Bidders who do not comply with the requirements and/or submit incomplete bid response packages are subject to disqualification and their bid responses rejected.**



# **COUNTY OF ALAMEDA**

## **EXHIBIT A**

### **BID RESPONSE PACKET**

IRFP No. ACPHD-CMS-1007

Family Centered Care

## 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:			

## BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the IRFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this IRFP, 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.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - a. **[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/>]
  - b. **[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/>]
  - c. **[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/>]
  - d. **[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/>]
4. 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 IRFP and any contract that is awarded.
5. **The undersigned acknowledges that any contract that may be awarded from this procurement is or may be funded in whole or part with federal funds and that it will abide by all federal funding requirements.**
6. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the IRFP 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.
7. 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.
8. 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.

<p><b>SIGNATURE:</b>  _____</p> <p>Name/Title of Authorized Signer: _____</p> <p>Dated this _____ day of _____ 20 _____</p>
--


**DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS \$25,000 AND OVER)**

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

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

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

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

<b>BIDDER:</b> _____	
<b>PRINCIPAL:</b> _____	<b>TITLE:</b> _____
<b>SIGNATURE:</b>  _____	<b>DATE:</b> _____

## REQUIRED DOCUMENTATION

All the specific documents listed below are required to be submitted with the Exhibit A – Bid Response Packet for a bid to be deemed complete. Bidders must submit all documentation, in the order listed below and clearly label each section with the appropriate title.

- 1. **Letter of Transmittal (up to 2 pages):** Bid responses must describe the Bidder’s history including capabilities and approach in providing family centered care, work with underserved communities, and experience working with children and youth with special health care needs. The letter must summarize how the bidder meets minimum and specific requirements for the project, including years of experience. The letter should not exceed two (2) pages in length and should be easily understandable.

- 2. **Description of Service Delivery Model (2pages):** Bidder must describe their agency’s structure and methodology in delivering family centered support services, including family navigation, care management, youth to adult transition planning, and service linkages (as described in Specific Requirements).

Bidder must describe their plan to provide peer to peer family support services and how they will match families with culturally responsive and linguistically compatible peer navigators and include their understanding and practice of trauma-informed care when serving the population of focus.

The description must also:

- a) specify the format, quality and frequency of the interventions with families;
  - b) explain any special resources, procedures or approaches that make the services of Bidder particularly useful to CCS families;
  - c) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this IRFP. Include any data the bidder may have to highlight the efficacy and quality of services.
- 3. **Budget and Budget Narrative (2pages):** The proposed budget must not exceed \$72,000 and provide costs, including staffing, indirect costs, etc. for the proposed services. Bidders must submit a budget and budget justification narrative. The narrative must explain number of FTE, portion dedicated to administrative and/or operational costs, and all other costs associated with this project (**see Bid/Budget Table example below**).
  - 4. **Key Personnel (1 page):** Bidder must provide a list of all essential personnel associated with providing services to the County, which will include the following information for each key person:
    - a) the person’s relationship with Bidder, including job title and years of employment with Bidder;
    - b) the person’s role in connection with the IRFP and any awarded contract;
    - c) educational background; and
    - d) related experience on similar projects, certifications, and merits.

- 5. **Implementation Plan (1 page):** Bidder must describe their implementation plan to demonstrate readiness when the contract begins. Bidder must outline plans to build capacity sufficient to meet contract goals, including recruitment and training of qualified peer navigators.
- 6. **Outreach (up to 1 page):** Bidder must describe their outreach strategy, including working with health care and community service providers. Bidder must describe how this plan will coordinate with existing programs and resources within the community.
- 7. **Deliverables and Reports (1-2 pages):** Awarded Bidder will submit quarterly performance measures (as described in Deliverables/Reports) related to proposed objectives throughout the contract period. Bidder must describe any current or proposed continuous quality improvement activities that facilitate effective program implementation and performance. Bidder must briefly describe their methods of data collection.
- 8. **Collaboration (1 page):** Bidder must describe participation in community workgroups, initiatives, and collaboratives that are relevant to the goals of this project. Awarded Bidder will participate in ACPHD committees including the Family Advisory Committee, and other relevant committees, subject to change.
- 9. **Training (2 pages):** Bidder must describe their training plan for two different audiences. Awarded Bidder must train family members of CYHCN in self-advocacy and case management. Awarded Bidder must provide one or more annual trainings to ACPHD program staff members on subjects relevant to services including family centered care, peer to peer support, how program staff can be effective advocates, navigating complex systems of care, and other topics as suggested by Awarded Bidder and agreed upon with County.
- 10. **References (1 page):** See References section below.
- 11. **Exceptions and Clarifications (if needed, 1 page):** See Exceptions and Clarifications section below.
- 12. **Insurance Requirements (review only):** See Insurance Requirements section below.
- 13. **HIPAA Business Associate Agreement (review only):** See HIPAA Business Associate Agreement section below.

## BID/BUDGET TABLE

**Instructions:** Bidder must use the **Bid/Budget Table** provided below as an example. The table below contains the minimum required items to evaluate a complete proposed budget.

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this IRFP. The budget must include key personnel, FTE, position titles, and salaries. Operating expenses must include necessary services, supplies, and equipment. **Indirect Expenses cannot exceed 25% of Personnel Subtotal.**

<b>Budget Item</b>	<b>Program Expense (9 months)</b>
Personnel Salary XX FTE Position	
Personnel Salary XX FTE Position	
Personnel Salary XX FTE Position	
Personnel Benefits	
<b>Personnel Subtotal</b>	
Operating Expenses 1	
Operating Expenses 2	
Operating Expenses 3	
<b>Operating Expenses Subtotal</b>	
Indirect Expenses (not to exceed 25%)	
<b>9 months Budget Total</b>	

## REFERENCES

**Instructions:** Bidders must provide a minimum of three (3) references using the form provided on the next page. 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.

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.

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

## REFERENCES

### IRFP No. ACPHD-CMS-1007

#### Family Centered Care

**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.**

**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:	

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:	

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

## 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 IRFP 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.**

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

\*Use additional pages as necessary



## **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 IRFP.

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 IRFP:

**SEE NEXT PAGE FOR COUNTY OF ALAMEDA  
MINIMUM INSURANCE REQUIREMENTS**

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and \_\_, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

### **I. RECITALS**

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

### **II. STANDARD DEFINITIONS**

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

### **III. SPECIFIC DEFINITIONS**

*Agreement.* “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

*Business Associate.* “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

*Contractual Breach.* “Contractual Breach” shall mean a violation of the contractual obligations set forth in this

Exhibit.

*Covered Entity.* “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

*Electronic Protected Health Information.* “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

*Exhibit.* “Exhibit” shall mean this HIPAA Business Associate Agreement.

*HIPAA.* “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

*HIPAA Breach.* “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

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

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

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

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

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

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

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by

Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.

- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one

or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.

- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

## **VI. INDIVIDUAL CONTROL OVER PHI**

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

## **VII. TERMINATION**

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding

for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

## VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

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

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

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

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

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





## EXHIBIT B ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

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

### I. General Provisions

- A. **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
  
- B. **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
  
- C. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  
  - 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in,

or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

- D. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public

Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

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

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

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

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

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

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

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
  3. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.
- G. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.
- H. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
- I. **Procurement of recovered materials.**
1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
    - b. Meeting Contract performance requirements; or
    - c. At a reasonable price.
  2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- J. **Access to Records.**
1. The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.
- K. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- L. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
- M. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
- N. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- O. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

- P. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- Q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards

including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**S. Prohibition on Contracting for Covered Telecommunications Equipment and Services.**

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
  - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or



- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- b. By necessary implication and regulation, the prohibitions also do not apply to:

- (1) Covered telecommunications equipment or services that:

- (a) Are *not used* as a substantial or essential component of any system; and

- (b) Are *not used* as critical technology of any system.

- (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

- (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about

mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

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

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

A. Davis-Bacon Act

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

B. Copeland “Anti-Kickback” Act

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



## EXHIBIT B-1

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title