



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902774

for

RECRUITMENT AND STAFFING SERVICES FOR CLINICAL PSYCHOLOGIST

For complete information regarding this project, see Request for Proposal (RFP) posted at [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) [https://procurement.opengov.com/portal/acgov] or contact the County Thank you for your interest!

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General Services Agency (GSA) – Procurement

RESPONSE DUE

by

2:00 p.m.

on

September 22, 2026

through

Alameda County, GSA-Procurement

[County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov)

<https://procurement.opengov.com/portal/acgov>

CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902774
RECRUITMENT AND STAFFING SERVICES FOR CLINICAL PSYCHOLOGIST

EVENT	DATE/LOCATION
Request Issued	August 11, 2026
Networking/Bidders Conference	August 20, 2026 @ 10 a.m. (Pacific Time) GSA-Procurement TO ATTEND ONLINE: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/25256710297707?p=DjgYfxvrkup4va7Wv3 Meeting ID: 252 567 102 977 07 Passcode: nL3No7d6 Need help? System reference Dial in by phone phone number United States, San Francisco Find a local number Phone conference ID: 940 500 383#
Written Questions Due via the “Question & Answer” tab of this project in the County of Alameda Procurement Portal	August 21, 2026, by 5:00 p.m.
List of Attendees	August 24, 2026
Questions & Answers Issued	September 10, 2026
Addendum Issued [only if necessary to amend RFP]	September 10, 2026
Response Due and Submitted through County of Alameda Procurement Portal	September 22, 2026, by 2:00 p.m. Followed immediately by online Public Bid Opening which can be joined here: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/29956361804092?p=rmEK0Phc77xKVyh87a Meeting ID: 299 563 618 040 92

	Passcode: 7yp3746W Need help? System reference Dial in by phone +1 415-915-3950,,598440274# United States, San Francisco Find a local number Phone conference ID: 598 440 274#
Evaluation Period	September 22 – October 16, 2026
Optional Vendor Interviews	Week of October 5, 2026
Notice of Intent to Award Issued	October 19, 2026
Board Consideration Award Date	December 8, 2026
Contract Start Date	January 1, 2027

NOTE: All dates are tentative and subject to change.

Alameda County Vendor Outreach

Wednesday, August 19, 2026
10:30 a.m. – 11:30 a.m.

TO ATTEND ONLINE:

[Vendor Outreach](#)

Call-in: +1 415-915-3950
Conference ID: 504 517 635#

***COME MEET ALAMEDA COUNTY'S
PROCUREMENT TEAM!***

This public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.

These are conducted on most Wednesdays. Dates and locations can be confirmed by checking at

[Upcoming Events](#)

[<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>]

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902744 SPECIFICATIONS, TERMS & CONDITIONS

for

RECRUITMENT AND STAFFING SERVICES FOR CLINICAL PSYCHOLOGIST

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ATTACHMENTS

EXHIBIT A	BID RESPONSE PACKET
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EXHIBIT D	CLINICAL PSYCHOLOGIST JOB DESCRIPTION
EXHIBIT E	HIPAA BUSINESS ASSOCIATE AGREEMENT

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe recruitment and staffing services for the placement of non-medical providers, i.e., psychologists, on either a permanent or a temporary basis to provide services requested by Alameda County Health Behavioral Health Department on an “as needed” basis.

The County intends to award a three-year contract (with the option to renew for two years) to a pool/multi-award of up to fifteen (15) Bidders selected as the most responsive and responsible Bidders whose response conforms to the RFP and meets the County’s requirements.

B. SCOPE/BACKGROUND

Behavioral Health Department (BHD or County) requires recruitment/staffing agencies to provide permanent and/or temporary placements within Forensic, Diversion, and Re-entry System of Care division when the traditional methods have not been effective in securing timely staffing resources. The recruitment/staffing services will be utilized to fill psychologist positions in the county-operated jail system where there are high service demand and short supply of staff.

The BHD forensic program sites are in Dublin, Pleasanton, Oakland, and San Leandro. The sites generally operate Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding [County Holidays](#), although hours of operation may vary by site. Some sites offer extended morning, evening and weekend hours, while others operate continuously on a 24-hour, seven-days-a-week (24/7) basis.

The Adult Forensic Behavioral Health (AFBH) provides mental health and substance use services 24 hours a day, 7 days a week to individuals incarcerated at Santa Rita Jail (SRJ). AFBH team works closely with the Alameda County Sheriff’s Office (ACSO) and SRJ medical provider. AFBH services include but are not limited to mental health screening at intake, variety of clinical assessments, including risk assessment, crisis intervention and stabilization, diagnosis and treatment planning, individual and group counseling, case management, care coordination, and re-entry planning. The BHD forensic programs are staffed by multi-disciplinary teams, and the psychologists hired through recruitment/staffing agencies will report to their assigned managers, supervisors, or directors within the forensic division.

The purpose of this RFP is to recruit licensed clinical psychologists with experience and ability to supervise interns/associates. Applicants must be licensed through the State of California. For each staffing request, the County may solicit qualified Contractors within the pool to submit one or more candidates meeting the specific assignment

requirements. The County will select the Contractor offering the best overall value based on factors including candidate qualifications, relevant experience, availability, proposed bill rate, prior contract performance, responsiveness, and the County's operational needs. The County reserves the right to contact one, some, or all Contractors in the pool for any staffing request and to bypass the secondary competition when operational urgency, continuity of care, or unique qualifications make doing so in the County's best interest.

C. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder must be regularly and continuously engaged in the business of providing recruitment and referral services to a government entity (city, county, state and federal) and to healthcare agencies for behavioral health professionals (e.g. clinicians, counselors, psychologists, and social workers), for at least three (3) years, which must be clearly stated or demonstrated in the bid response.
- b. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, 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.

D. SPECIFIC REQUIREMENTS

1. Contractor must consistently recruit, screen, credential, and place highly qualified licensed Clinical Psychologists who satisfy County qualification requirements, successfully complete credentialing and security clearance, report for assignment on schedule, maintain required professional credentials throughout the assignment, and provide uninterrupted behavioral health services that support the County's operational, clinical, and correctional healthcare objectives.
2. Contractor obligation must include but are not limited to:
 - a. Contractor must submit only candidates who fully satisfy all minimum qualifications and whose credentials have been verified prior to submission for recruitment and staffing positions that are listed in Exhibit D to County as requested.
 - b. Contractor must acknowledge County communications within 2 business hours and provide substantive response within 1 business day during County office hours from 8:00 a.m. to 5:00 p.m. Pacific Time.

- c. Credentialing and Re-credentialing process
 - (1) Contractor must comply with BHD's credentialing and Re-credentialing Policy (Exhibit C), and all providers are required to complete a provider profile application with the Council for Affordable Quality Healthcare (CAQH). Primary source verification of credentials is performed by CAQH using the information in the Provider's application submitted here: CAQH web portal [CAQH ProView - Sign In](#)
 - (2) For each new Provider submitted to the County for Consideration, in addition to the completed CAQH provider application, Contractor must provide BHD with all information in the credentialing application.
 - (3) All active Providers must attest to the accuracy of the CAQH profile every 120 days and any provider working more than three years from their initial start date must be re-credentialed. Contractors must comply [Alameda County Health's Exclusion Screening Policy](#).
- d. Contractor understands and must notify all recruited positions who are accepted and assigned work by County that they are expected to follow all County policy and procedures including, but not limited to:
 - (1) [Policies and procedures related to the protection of the privacy of individual health information](#).
- e. To the extent that Contractor receives, generates, or uses individually identifiable health information concerning Alameda County clients served by Providers, Contractor is a Business Associate of County as that term is defined by the Health Insurance Portability and Accountability Act of 1996 and its Privacy Regulations (Exhibit E).
- f. Contractor must hire Providers who will render services as required by County, as listed under Section 3. FORENSIC BEHAVIORAL HEALTH CARE PROVIDERS SKILLS REQUIREMENTS.
- g. Contractor must provide the services of licensed Providers who will deliver care in accordance with the specific license held.
- h. Contractor must place high priority on quality service by providing professional and knowledgeable pool of qualified Clinical Psychologists to choose from.

- i. Contractor must be able to document a good payroll history and must have the financial capability to pay their Providers and staff regularly.
- j. Contractor must be able to demonstrate that they have sufficient employees to process billing, payroll and credentialing/re-credentialing related requests in a timely manner.
 - (1) Contractor must be able to provide a list of administrative positions and an organizational chart to demonstrate this capacity.
- k. Contractor must verify candidates' State Licenses (s), certification or highest level of training/education before candidate submission and annually thereafter. Contractor must verify each license (if applicable) prior to them working with County.
 - (1) Contractor will refer completely vetted applicants. Applicants must be ready for interview at the time Contractor sends over resumes/CV. No "in-progress" certs, licensing etc. will be accepted.
- l. Contractor must provide an explanation of any Provider's malpractice history. Explanation must be in the form of a written narrative including judgment information, settlement amount, allegations and dates of incident and settlement.
- m. Contractor must provide proof of current malpractice insurance with no lapse in coverage for each Provider they place during the duration of the Provider's assigned work with BHD.
- n. Contractor must re-verify all required documents annually before document expiration.
- o. Contractor must incur no reimbursable travel, lodging, conference, or relocation expenses.
- p. Contractor must pay for Provider's registration, conference, travel expenses, etc. on County approved trainings / conferences.
- q. Contract must assign a primary Account Manager authorized to make operational decisions, resolve performance issues, coordinate staffing requests, and serve as the single point of contact throughout the contract.
- r. Contract Administration Requirements:

- (1) County may reject any candidate without explanation.
- (2) County may request replacement at any time.
- (3) No minimum request guarantee.
- (4) No guarantee of work volume.
- (5) Contractor responsible for all recruiting costs.
- (6) County pays only for approved hours worked.
- (7) County may audit credential files.
- (8) Contractor must cooperate with County audits.
- (9) Contractor must maintain a documented contingency plan to ensure uninterrupted recruitment and staffing services during staffing shortages, emergencies, or other disruptions
- (10) Contractor must retain records for at least five (5) years after final payment.
- (11) Contractor must notify the County within one (1) business day of any adverse licensure action, malpractice claim, sanctions, or exclusion affecting an assigned Provider.

3. RECRUITMENT STAFFING POSITIONS

- a. Exhibit D – Clinical Psychologist Job Specification delineate the minimum qualifications, required skills/experience, License/Certification and special requirements.
- b. The recruited Providers will deliver services on-site at the jail.
- c. The County will supply physical systems such as County registered laptop, mouse, keyboard, etc., to be returned when services or equipment is no longer needed.
- d. Providers must be licensed in California and available to provide onsite services at Alameda County location.

4. FORENSIC BEHAVIORAL HEALTH CARE PROVIDER SKILLS REQUIREMENTS
(CLINICAL PSYCHOLOGISTS)

- a. Familiarity with electronic health record systems (e.g. EPIC, SmartCare, etc.) and capable of accessing and updating necessary data and reports.

- b. Familiarity with Medical Coding/Billing: All Providers must be proficient in the Medicare and Medi-Cal billing system.
- c. Provide care and coordination to individuals in jail system settings.
- d. Evaluation of clients for psychological evaluation, including assessment of physical health status with development of initial and ongoing written treatment plans.
- e. Review of previous psychiatric and medical records to assess prior diagnostic evaluations, treatments and response to medications.
- f. Coordination with Alameda County Sheriff's Office (ASCO) and provision of crisis de-escalation support in planned use-of-force situations.
- g. Prepare reports, case summaries and correspondence, as required.
- h. Participation with other staff in treatment planning, related meetings and overall coordination of treatment.
- i. Coordinate care with physical health care providers including substance use providers.
- j. Prepare and maintain clinical documentation in compliance with BHD documentation standards. Details will be provided to Provider(s) at site assignment.
- k. Provide education and consultation to Primary Care Providers, Substance Use providers and/or other members of the healthcare team.
- l. Supervise a multidisciplinary staff of three or more clinicians; confers with staff regularly regarding techniques used, case progress, and related matters for the purpose of promoting and evaluating professional development and assuring quality of care/service, as well as reviewing work in progress.
- m. Provide training and supervision of students, interns, and other staff assigned; reviews and approves diagnoses and treatment plans of other mental health staff.
- n. Provide wellness, recovery, and resiliency-oriented strategies and support.
- o. Knowledge of cultural and social factors affecting behavior patterns.

- p. Knowledge of principles of social needs, problems, attitudes, and behavioral patterns in jail populations.
- q. Maintaining knowledge of community needs, resources, and organizations related to behavioral health care and justice involve individuals.
- r. Knowledge of peer counseling and motivational support techniques for helping behavioral health consumers.
- s. Provide care to patients in accordance with the more specific license held (e.g., PsyD or PhD) including assessment plans.

5. FORENSIC BEHAVIORAL HEALTH CARE PROVIDER
CREDENTIALING/RE-CREDENTIALING REQUIREMENTS

- a. All behavioral health care providers must pass BHD's credentialing standards [BHD's credentialing standards](#) and be approved prior to commencing work assignment with the County.
- b. In addition, providers are required to pass a background check administered by the Alameda County's Sheriff's Department prior to beginning work at the jail.
- c. All behavioral health care providers must complete a provider application on the CAQH web portal [CAQH web portal](#), BHD's third-party vendor for primary source verification of credentials. For more information see the CAQH Provider User Guide [CAQH Provider User Guide](#).
- d. All behavioral health care plan providers must possess and provide copies of the following credentials to the Contractor. The Provider will also electronically upload any documentation required to complete their CAQH profile application, such as items 1. through 5. Upon completion of the CAQH profile, the BHD Credentialing Committee will review the credentialing file and render a decision to approve or deny the Provider's participation in the BHD Provider Network:
 - (1) Photocopy of National Provider Identification (NPI).
 - (2) Photocopy of current provider's state license with a clearly visible expiration date, if applicable.
 - (3) Applicable California licensing Board search results, if applicable.
 - (4) Current work history with start and end dates (a resume and/or curriculum vitae are acceptable).

- (5) Supporting documents which may include, diploma, completed course certification, and internship certification from accredited program.
- e. CAQH will perform primary source verification for each Provider credential listed above and in addition, verify the following:
 - (1) Attestation and Disclosure Questions (CADH application);
 - (2) National Practitioner Data Base Query Response;
 - (3) License Sanctions; and
 - (4) Exclusion, Debarment and other background check to comply with the Federal Centers for Medicare and Medicaid Services:
 - (a) Contractor must make certain that all documents and certificates remain current for the duration of the Provider's term with the County. Providers with expired licenses and liability insurance certificates will not be allowed to provide services.
 - (b) Contractor must make certain that Providers assigned to work with the County, always maintain a current CAQH profile. Providers are required to attest to the accuracy of their CAQH profile every 120 days. Email reminders from CAQH to re-attest are sent to the provider at 15, 10 and 5 days prior to expiration of their current attestation.
 - (c) Contractor is aware that Providers must be initially credentialed at onboarding and re-credentialed every three years thereafter. ACBHD Credentialing Committee must review and re-approve the provider credentials for provider to continue working at assigned County site.

6. RECRUITMENT REQUEST PROCESS

- a. Contractor must submit the first qualified candidate within five (5) business days of receiving a routine staffing request unless otherwise specified.
- b. For urgent staffing requests designated by the County, Contractor must provide qualified candidates within 48 hours.
- c. Contractor must submit no more than three (3) qualified candidates for each position unless additional candidates are requested by the County.

- d. Contractor must coordinate interviews within 3 business days after County request.
- e. Contractor must notify the County of candidate acceptance or rejection within one (1) business day.

7. PROVIDER REPLACEMENT REQUIREMENTS

- a. Contractor must provide a qualified replacement Provider within ten (10) business days following:
 - (1) Resignation
 - (2) Termination
 - (3) Credential denial
 - (4) License expiration
 - (5) Extended leave
 - (6) County request for replacement
 - (7) Temporary coverage must be provided when requested by the County.

8. METHOD OF REQUEST – PROCESS FOR ENROLLING

- a. Upon hiring Manager's request, the Behavioral Health Operations Coordinator will email the Contractor to request the position(s) to be filled. The email will include all relevant details such as work hours, days of the week, and other requirements.
- b. Upon receiving the position details and the accompanying resumes/CVs, the coordinator will facilitate an introduction and hand-off between the Hiring Manager and Contractor to initiate the hiring and interview process.
- c. Once interviews are conducted and the Hiring Manager decides to move forward with the candidate, the Hiring Manager will submit Authorization to Request Service (Exhibit B) to the Contractor to complete provider application on the CAQH website. Concurrently, Hiring Manager will send the Credentialing and Re-credentialing Attestation (Exhibit C) to be submitted to credentialing@acgov.org.
- d. Contractor must:

- (1) Provide via email, within 24-72 hours, the name, CAQH Profile ID number, and credentials of a qualified Provider to the Hiring Manager and Quality Assurance (QA)/ Quality Improvement (QI) team.
 - (2) The Hiring Manager will receive an e-mail notification from the QA/QI team confirming completion, or advisement if there are outstanding items needed relating to the candidate's credentials.
 - e. The Hiring Manager will coordinate with the finance unit to complete Authorization to Request Service (Exhibit B) form, detailing the hourly rate, total budget per approved hours, and start and end dates for the candidate, and will submit the form to the Contractor.
 - f. Contractor will send an e-mail confirming receipt of the completed form to the hiring manager, acknowledging the start and end date, budget and approved hours of the provider.
9. RECRUITMENT/BUY OUT – DISMISSAL
- a. Clauses to terminate recruited positions and withhold payment for failure to provide certification and documentation must include:
 - (1) There must be no advance notice requirements or penalties for terminating positions hired through recruitment agencies.
 - (2) A temporary position may negotiate permanent employment contract directly with Alameda County Behavioral Health Department.
 - (3) Recruited positions may be used to staff full-time employees at Santa Rita Jail in forensic division for a fixed permanent placement fee.

10. PERFORMANCE REQUIREMENTS

Performance Measure	Standard
Initial candidate submission	≤5 business days
Urgent request	≤48 hours
Response to County inquiries	≤2 business hours
Interview scheduling	≤3 business days
Credential completeness	100%
License compliance	100%

Performance Measure	Standard
Insurance compliance	100%
Annual reverification	100%
Replacement candidate	≤10 business days
Assignment completion	≥90%
Candidate rejection due to incomplete qualifications	<5%
Monthly reports	By 10th business day

11. CLINIC AND ADMINISTRATIVE SITES

- a. Adult Forensic Behavioral Health at Santa Rita Jail:

5325 Broder Blvd, Dublin, CA 94568

- b. Santa Rita Jail Administrative Site:

5669 Gibraltar Dr, Pleasanton, CA 94588

- c. Conditional Release Program:

15750 Foothill Blvd, San Leandro, CA 94578

E. BIDDERS CONFERENCE(S)/VENDOR OUTREACH

1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/25256710297707?p=DjgYfxvrkup4va7Wv3>

Meeting ID: 252 567 102 977 07

Passcode: nL3No7d6

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 415-915-3950,,940500383#](#) United States, San Francisco

[Find a local number](#)

Phone conference ID: 940 500 383#

2. Vendor Outreach is usually conducted on Wednesdays at [Vendor Outreach Link](#) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can

be confirmed by checking at: [Upcoming Events](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/].

3. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
4. Bidders Conference(s) will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.
 - b. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
 - c. Provide the County with an opportunity to receive feedback related to this RFP.
5. The Bidders Conference(s) Attendees List will be released in a separate document.
6. Written questions submitted by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
7. Questions regarding these specifications, terms, and conditions are to be submitted in writing through the "Question & Answer" tab of this project in the [County of Alameda Procurement Portal](#) by 5:00 p.m. on the date specified in the Calendar of Events.
8. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

F. EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).**
All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.

2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process.** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, site visit, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, site visits, and optional vendor interview. The fifteen (15) Bidders receiving the highest preliminary scores may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the

reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.

9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score.** The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for local preference and 5% for either Small and Local or Emerging and Local preference). Proposals will be ranked by their final scores.
 - a. Without Vendor Interview. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the references score added will be the final score.
 - b. With Vendor Interview. In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. The zero to five-point scale range is defined as follows:

Score	Rating	Description
0	Not Acceptable	Non-responsive, fails to meet RFP 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 RFP.
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 RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC.
4	Above Average / Good	Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications.

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

<i>Criteria</i>	<i>Description</i>	<i>Weight</i>
A1.	Completeness of Response: Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.	Pass/Fail
A2.	Debarment and Suspension: Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM .	Pass/Fail
B.	Cost: The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost.	

	Cost evaluation points may be adjusted by considering: 1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?). 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?)	20 Points
C.	Description of Proposed Services Proposals will be evaluated considering the RFP specifications and the questions below 1. To what extent does the Bidder demonstrate a clear understanding of the County's staffing needs, correctional behavioral health environment, and project objectives? 2. How comprehensive and well-defined is the proposed recruitment and staffing process from receipt of a staffing request through successful placement? 3. How effectively does the proposed approach address candidate sourcing, screening, credential verification, onboarding, and ongoing support? 4. How well does Bidder demonstrate that they have sufficient staff to handle billing, payroll and credentialing/re-credentialing related requests in a timely manner. Has Bidder provided a list of administrative positions and an organizational chart to demonstrate this capacity? 5. To what extent does the proposed approach demonstrate the ability to consistently meet staffing timelines while maintaining candidate quality? 6. How well does the proposal identify potential recruitment challenges and provide practical strategies to mitigate staffing delays and service disruptions?	30 Points

D.	Relevant Experience: Proposals will be evaluated, including considering the RFP specifications and the questions below: 1. To what extent does the Bidder demonstrate successful experience recruiting licensed Clinical Psychologists or comparable behavioral health professionals? 2. How relevant is the Bidder's experience supporting public agencies, correctional facilities, or behavioral health organizations with similar staffing needs? 3. How well does the Bidder demonstrate successful performance on contracts comparable in size, complexity, and scope? 4. To what extent does the Bidder demonstrate experience meeting aggressive staffing timelines while maintaining candidate quality? 5. How effectively does the Bidder demonstrate measurable success through staffing outcomes, retention, client satisfaction, or performance metrics?	25 Points
E.	Recruitment Strategy & Candidate Pipeline Proposals will be evaluated, including considering the RFP specifications and the questions below: 1. How comprehensive and effective is the Bidder's recruitment strategy for attracting highly qualified Clinical Psychologists? 2. To what extent does the Bidder demonstrate an existing pipeline of qualified candidates capable of meeting anticipated staffing needs? 3. How effectively does the Bidder utilize multiple recruiting methods and professional networks to recruit difficult-to-fill positions? 4. How well does the Bidder demonstrate the ability to recruit candidates for specialized correctional, forensic, or other difficult-to-fill behavioral health professional positions? 5. How likely is the proposed recruitment strategy able to maintain an adequate supply of qualified	20 points

	candidates to minimize staffing vacancies and services interruptions to support timely, continuous staffing throughout the contract term?	
E.	References (See Exhibit A – Bid Response Packet)	5 Points
F.	Vendor Interview Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder's proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview.	Vendor Interview may be used to revise / inform scores of criteria above
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	1. Local Preference: Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%
	2. Small and Local or Emerging and Local Preference: Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%

I. **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 RFP 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.

J. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. 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.

K. BID PROTEST / APPEALS PROCESS

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

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

GSA—Office of Acquisition Policy
ATTN: Contract Compliance Officer
1401 Lakeside Drive, 10th Floor, Oakland, CA 94612
Email: GSA-BidProtests@acgov.org

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

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

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
 - d. The Contract Specialist will send a notification to Bidders if a protest is received.
2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation

to the Board of Supervisors in the Notice of Intent to Award/ Non-Award will stand.

3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
 - a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
 - e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.

- f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
4. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this RFP, will be three years.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two 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 will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

M. BRAND NAMES AND APPROVED EQUIVALENTS

1. Any references in this RFP, including Addendum and other documents, to manufacturers' trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:

- a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
 - b. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

N. QUANTITIES

Quantities listed herein are annual estimates based on past usage, etc., and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

O. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
4. All prices quoted must be in United States dollars.
5. Price quotes must include any and all payment incentives available to the County.
6. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
7. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

P. 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. Small Local Emerging Business (SLEB) Program
 - a. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.
 - b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
 - (1) [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)
[<http://acgov.org/auditor/sleb/overview.htm>]; and
 - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 621330, 621399, and 621420.
 - d. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

- e. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
- f. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.
- g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

3. County Rights

- a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will 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 Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[Alameda County Standard Services Agreement Template](#)

[\[https://acgovt.sharepoint.com/:b:/r/sites/GSADigitalLibrary/PublicFacing/Standard%20Services%20Agreement%20\(New\)%20\(Federal\)%20ADA%20Prechecked%20-%20For%20Public.pdf?csf=1&web=1&e=mbZqwr\]](https://acgovt.sharepoint.com/:b:/r/sites/GSADigitalLibrary/PublicFacing/Standard%20Services%20Agreement%20(New)%20(Federal)%20ADA%20Prechecked%20-%20For%20Public.pdf?csf=1&web=1&e=mbZqwr)

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

Q. METHOD OF ORDERING

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

R. INVOICING

1. Contractor must 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.

S. ACCOUNT MANAGER / SUPPORT STAFF

1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
3. Contractor must provide a dedicated, competent account manager who 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 department 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

T. COUNTY CONTACTS

1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.

2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
3. Contact Information for this RFP:

K. Handy, Procurement & Contracts Specialist
Alameda County, GSA-Procurement
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Email: K.Handy@acgov.org
Phone: (510) 208-9644
4. The GSA Contracting Opportunities website and [County of Alameda Procurement Portal](#) will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] and [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) [https://procurement.opengov.com/portal/acgov] to view the posting for this RFP and other current contracting opportunities..

U. SUBMITTAL OF PROPOSALS

1. Document Submittal
 - a. All proposal documents must be completed, successfully uploaded, and submitted online through [County of Alameda Procurement Portal](#) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the [County of Alameda Procurement Portal](#) will not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
 - b. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20 MB 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 RFP may be subject to public disclosure, even if marked confidential or proprietary. The County will 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.
- f. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Pricing in [County of Alameda Procurement Portal](#).

2. Submissions Processes

- a. All costs required for the preparation and submission of a proposal must 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” will 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 and [County of Alameda Procurement Portal](#).
- d. The County reserves the right to reject any proposal.
- e. All bid proposals must 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 will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- 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. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. 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 uploaded through the [County of Alameda Procurement Portal](#) as part of Bidder's proposal.
 - a. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
 - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
 - c. Exhibit A – Bid Response Packet, [Small Local Emerging Business \(SLEB\) Information Sheet](#)
 - (1) [Must be signed by Bidder](#)
 - (2) [Must be signed by SLEB Partner](#) if subcontracting to a SLEB
5. Each page of the Bid Response Packet must be submitted through the [County of Alameda Procurement Portal](#) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
7. Bid pricing must be submitted online through the [County of Alameda Procurement Portal](#).

8. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
9. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the [Exceptions and Clarifications](#) form of the Bid Response Packet.
10. Bidders must read all information and follow directions in the [County of Alameda Procurement Portal](#) project.
11. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
12. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



COUNTY OF ALAMEDA

EXHIBIT A

BID RESPONSE PACKET

RFP No. 902774

RECRUITMENT AND STAFFING SERVICES

BIDDER INFORMATION

Official Name of Bidder (Company):

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

☐ 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 RFP, 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 RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
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**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-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/)
 - e. **Alameda County SLEB Program Overview**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - f. **Alameda County SLEB Program Additional Information**
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
 - g. **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
 - h. **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
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 RFP 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 RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
7. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
8. 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.
9. The undersigned acknowledges **ONE** of the following (please check only one box):
- ☐ Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
- ☐ Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
- ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
 - Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
10. 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.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ **DATE:** _____

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 the award but will be considered in determining Contractor responsibility.

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

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ **DATE:** _____

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

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

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

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

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, GSA-OAP@acgov.org.

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

SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

Bidders that are not certified SLEBS (for the definition of a SLEB, see [Alameda County SLEB Program Overview](#); <http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

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

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

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

☐ **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**

SLEB BIDDER Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

NAICS Codes Included in Certification:

OR

☐ **BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT % WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:**

SLEB Subcontractor Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification:

SLEB Subcontractor Principal Name:

SLEB Subcontractor Principal Signature: 

Upon award, Bidder (the Prime Contractor) and all SLEB subcontractors agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Prime Bidder Authorized Signatory Name/Title: _____ / _____

Street Address: _____ **City** _____ **State** _____ **Zip Code** _____

Bidder Signature:  _____ **Date:** _____

BIDDER MINIMUM QUALIFICATIONS

Instructions: Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

- a. Bidder is to provide documentation or certify that they have been regularly and continuously engaged in the business of providing recruitment and referral services to a government entity (city, county, state and federal) and to healthcare agencies for behavioral health professionals (e.g. clinicians, counselors, psychologists, and social workers), for at least three (3) years.

RESPONSE

- b. Bidder must certify that they possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, 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.

RESPONSE

Maximum Length: None

BID PRICING

Instructions: Bidder must use the County of Alameda Procurement Portal to enter all pricing.

COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED PORTAL. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.

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 RFP.

Quantities listed on [County of Alameda Procurement Portal](#) are estimates only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If the services are to be provided to the County at no cost, enter "0" in the unit rate cell, do not leave the cell blank. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

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

TABLE OF KEY PERSONNEL

Instructions: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

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

1. The person's relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
3. The person's role in connection with the RFP and any awarded contract.

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

In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.

DESCRIPTION OF PROPOSED SERVICES

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

The *Description of Proposed Service* must describe the overall services The Bidder must address how they will meet or exceed each requirement listed in Section C (Specific Requirements).

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

1. Describe your overall approach to providing recruitment and staffing services for Alameda County Behavioral Health and explain how your approach will meet or exceed the County's staffing requirements.

RESPONSE

2. Describe your complete recruitment process from receipt of a staffing request through candidate placement, onboarding, and ongoing assignment support.

RESPONSE

3. Explain how you source, recruit, screen, interview, credential, and verify qualified Clinical Psychologists before presenting candidates to the County.

RESPONSE

4. Describe the processes, staffing resources, and technology you will use to meet requested staffing timelines while maintaining candidate quality.

RESPONSE

5. Describe staffing resource handle billing, payroll and credentialing/re-credentialing related requests in a timely manner.

RESPONSE

6. Provide a list of administrative positions and an organizational chart to demonstrate this capacity.

RESPONSE

7. Identify anticipated recruitment challenges associated with correctional behavioral health staffing and describe the strategies you will implement to minimize delays and ensure continuity of services.

RESPONSE

8. Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP.

RESPONSE

9. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the [Exceptions and Clarifications](#) form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

Maximum Length: NONE

RELEVANT EXPERIENCE

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

1. Describe your experience recruiting and placing licensed Clinical Psychologists or comparable behavioral health professionals during the past five years.

RESPONSE

2. Describe your experience providing recruitment and staffing services to public agencies, correctional healthcare programs, behavioral health departments, or similarly regulated organizations.

RESPONSE

3. Provide three projects of similar size, scope, and complexity completed within the last five years, including staffing volume, contract value, services provided, and outcomes achieved.

RESPONSE

4. Describe your experience successfully meeting time-sensitive staffing requests and maintaining service continuity for critical behavioral health positions.

RESPONSE

5. Provide measurable performance results demonstrating the effectiveness of your recruitment services, including placement success rates, retention, client satisfaction, or other key performance indicators.

RESPONSE

RECRUITMENT STRATEGY & CANDIDATE PIPELINE

Instructions: Bidder is to provide a **Description of Recruitment Strategy & Candidate Pipeline.**

1. Describe your recruitment strategy for identifying, attracting, and retaining highly qualified Clinical Psychologists for correctional behavioral health assignments.

RESPONSE

2. Describe your existing candidate pipeline and explain how it will support timely staffing requests throughout the contract term.

RESPONSE

3. Explain the recruiting methods, professional associations, advertising platforms, referral programs, and networking strategies you use to recruit specialized behavioral health professionals.

RESPONSE

4. Describe your experience recruiting candidates for correctional, forensic, or other difficult-to-fill behavioral health positions.

RESPONSE

5. Explain how your recruitment strategy will maintain an adequate supply of qualified candidates to minimize staffing vacancies and service interruptions.

RESPONSE

Maximum Length: None

REFERENCES

Instructions: On the following page(s) are the templates that Bidders are to use for providing references. Bidders are to provide a list of six (6) total references. Three (3) current and (3) former references. References must be satisfactory as deemed solely by County.

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

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

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

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

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

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

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

REFERENCES

RFP No. 902774

Recruitment and Staffing Services

Bidder Name: _____

CURRENT

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

FORMER

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

*Use additional pages as necessary

EXCEPTIONS AND CLARIFICATIONS

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

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

Reference to:	Description
Page No. / Section / Item No.	

*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 RFP.

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

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

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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability 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
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Medical Professional Liability	\$1,000,000 per occurrence \$3,000,000 aggregate Bodily Injury and Property Damage

D	<u>Endorsements and Conditions:</u> 1. ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County. 2. DURATION OF COVERAGE: 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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. 5. SUBCONTRACTORS: 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. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: – 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. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions. 1. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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EXHIBIT B

AUTHORIZATION TO REQUEST SERVICE

BOX A: To be completed by Requestor:

Check applicable line: Type of Service: ☐ Temporary ☐ Recruit

Position Title:

In lieu of Position # , if not known write name

Name of Candidate

Jail Setting: ☐ Yes ☐ No (Check Only One) CAQH Provider ID or NPI Number

Start Date: Planned: End Date

Total No. of Hrs. per week x Total No. of weeks = Total No. of Hrs.

Requested by: Name/Phone number ()

****Action Required** Step 1: Credential verification is performed by CAQH on behalf of ACBHD.**

Please complete a provider application within 14 days at <https://proview.cagh.org/>. See CAQH User guide for more information

<https://www.cagh.org/sites/default/files/solutions/proview/guide/provider-user-guide.pdf>

Step 2: Complete and sign the Credentialing Attestation form attached and email the form to credentialing@acgov.org

Approved by: _____ (email approval containing above information accepted in lieu of signature)

BOX B: To be Completed by Finance

Org # Program # Position # BHSVC PO #

For Locum Tenens Only:

Hourly Rate \$

Authorized for Total Amount Not to Exceed \$ (Hourly rate x Total No. of Hours)

Dollars:

To: Name of Vendor

Email contact name and address

Telephone number ()

Please obtain from Finance prior written approval for any changes to this request. Unauthorized changes may result in delay or nonpayment of services.

Approved: ☐ Please proceed to contact vendor

Denied ☐ Please contact Asmeret Yemane

Approved and Authorized by: _____

Date Signed

Exhibit B – RFP No. xxxxxx

Page 1 of 2

Finance Signature –

Print and Sign Name

To Vendor:

- 1) The following are authorized finance signatories to this form.
Primary – Asmeret Yemane (510) 639-1328
Back up – Macy Hui (510) 383-2877
- 2) Attach a copy of this signed authorization to your first Original invoice.
- 3) Provide actual start and end dates to Finance and name of the temp.
- 4) Any change/s to the above without prior Finance approval will not be valid. For clarification, please refer to Standard Services Agreement terms and conditions.



EXHIBIT C

CREDENTIALING AND RE-CREDENTIALING ATTESTATION



**Behavioral Health
Department**
Alameda County Health

Provider Credentialing and Re-Credentialing Attestation

I, _____, understand and acknowledge my responsibility to disclose and attest to Alameda County Behavioral Health Department (ACBHD MHP and DMC-ODS Plan) any information that applies to the below referenced criteria.

Instructions- Please complete each section below. Answer "N/A" if it is not applicable. If you answer "Yes" to any question, please provide a detailed explanation on a separate page. The explanation should include dates, circumstances of the incident, final outcome, current disposition, etc.

1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation. ☐ Yes ☐ No ☐ N/A
2. A history of loss of license or felony conviction. ☐ Yes ☐ No ☐ N/A
3. A history of loss or limitation of privileges or disciplinary activity. ☐ Yes ☐ No ☐ N/A
4. Current illegal drug use. ☐ Yes ☐ No ☐ N/A

If not specified above, none of the applicable history and/or limitations exist. I hereby attest that all statements on this disclosure form are true and complete to the best of my knowledge. Should the ACBHD Credentialing Team discover material proving otherwise, my approved credentials may be subjected to reconsideration and/or denial. Additionally, I understand that any false statement or relevant omissions may constitute grounds for reduced, suspended and/or terminated ability to render services under the ACBH system of care.

Signature

Date

Employer Name / Organization

Refusal to sign does not exempt compliance with [ACBHD Credentialing Policy](#) nor the applicable regulations and may delay the credentialing review and process.

Email the completed attestation including all applicable documents to credentialing@acgov.org



EXHIBIT D

CLINICAL PSYCHOLOGIST JOB SPECIFICATIONS

Job Classification	Minimum Qualification/ License & Certification	Skills and Experience
Clinical Psychologist	- Possession of a Ph.D. or PsyD in clinical Psychology from an American Psychological Association (APA) approved school or university training program, or regionally accredited school or university, following APA guidelines for clinical psychology. - Verification of acceptance of the doctoral dissertation and completion of all other requirements for a Ph.D. or PsyD from an APA-approved school or university training program, or regionally accredited school or university following APA guidelines for clinical psychology. License: - Incumbents of this class must comply with state licensure requirements for Clinical Psychologists.	Experience: - The equivalent of three years of full-time, paid, post-doctoral experience, as a Clinical Psychologist in an organized institutional or clinical setting. - The equivalent of one-year previous experience involving lead or supervisory responsibility (e.g., supervision of interns or associates). Knowledge of: - Principles and practices of modern clinical psychology, including abnormal psychology, personality theory, research in psychopathology statistics, diagnostic interviewing and testing, organic dysfunction, and neuropsychological screening, psychotherapy, including brief therapy and behavior change, casework, systems theory, family therapy, community psychology and community mental health. - Principles, methods, procedures and facilities used in multi-ethnic, Community-based approaches to mental health programs. Ability to: - Establish and maintain effective working relationships with patients and staff.

		• Determine the needs of individual situations in terms of diagnostic and therapeutic techniques, taking an effective course of action, and follow through with treatment plans. • Conduct psychological evaluations; determines appropriate diagnostic procedures and tests to be used, interviews clients and other interested individuals; prepares reports, including results of tests, diagnosis, prognosis, and other findings relevant to future planning and disposition of cases. • Supervise a multidisciplinary staff of three or more clinicians; confers with staff regularly regarding techniques used, case progress, and related matters for the purpose of promoting and evaluating professional development and assuring quality of care/service, as well as reviewing work in progress. • Provide training and supervision of students, interns, and other staff as assigned; reviews and approves diagnoses and treatment plans of other mental health staff. • Speak and write effectively.
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Degrees, Diplomas and Certifications

- Doctor of Psychology (PsyD)
- Doctor of Philosophy in Psychology (PhD)

Special Requirements:

In compliance with the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), employees in some classifications are required to possess a National Provider Identifier (NPI) number prior to their first day of employment.

In compliance with Medicare regulations, eligible licensed clinicians in this classification are required to complete the “Medicare Enrollment Process for Physicians and Non-Physician Practitioners” through the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and Human Services, prior to their first day of employment. Approval for Medicare processing must be received from the CMS within 180 days of the date of hire. Active enrollment in Medicare is a condition of employment. Failure to attain or maintain active enrollment will result in termination.

In compliance with the Department of Health Care Services (DHCS) and the Federal Cures Act, Employees in this classification who are required to render direct specialty mental health services during their assignment must successfully be enrolled in Provider Application and Validation for Enrollment (PAVE) web portal prior to commencing employment.



EXHIBIT E

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: _____

(6/28/2013)