

# 24/7/365 Nurse Triage Services

NOTICE OF REQUEST FOR PROPSAL (RFP)
JUNE 6TH, 2025

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#### SECTION I: KERN HEALTH SYSTEMS BACKGROUND

#### A. Kern Health Systems Background

KHS is a public agency formed under Section 14087.38 of the California Welfare and Institutions Code. KHS began full operations on September 1, 1996. KHS serves an estimated 405,000 Medi-Cal beneficiaries in Kern County. Medi-Cal is a jointly funded, Federal-State health insurance program. KHS has expanded its services to a Dual Special Needs Program, Medicare/Medi-Cal plan which will be effective January 1, 2026, and we anticipate both to grow significantly in memberships.

Kern Health Systems can be located on the following link: <u>Home | Kern Family Health Care</u>

#### **B.** Statement of Purpose

This RFP contains a list of requirements for 24/7/365 Nurse Triage Services.

KHS is soliciting responses from qualified Bidders to address the stated requirements of this RFP. A qualified Bidder, for the purpose of this RFP, is one that can reliably provide the required services to KHS and perform to the satisfaction of KHS and its regulators for the entire term of the agreement.

Upon receipt of this RFP, recipients are expected to read and understand the service priorities and requirements that have been defined by KHS. Ample opportunity will be given to ask questions and receive clarification. The final Proposal submitted, should include all appropriate goods and services required to satisfy the identified priorities and requirements. KHS will look to the selected vendor for technical compatibility of components and application requirements satisfaction during the entire term of the agreement.

KHS management would prefer to have an ongoing relationship with the chosen Bidder. The character and operating principles of the successful Bidder are important to KHS management. The following RFP package asks questions about the history and purpose of the Bidder's company. Please answer the specific questions. If additional information would be informative to KHS management, please add it to the last question in each section.

#### SECTION II: INSTRUCTIONS AND CONDITIONS

#### A. Instructions and Conditions

#### 1. Definitions

- 1.1. As used herein, "RFP" means "Request for Proposal."
- 1.2. As used herein, "KHS" means "Kern Health Systems."

#### 2. Examination of Proposal Documents

- 2.1. Before submitting a Proposal, each Bidder is expected to thoroughly examine the specifications in the Attachments, and all other related contractual documents included in this RFP, including subsequent amendments to the RFP. Failure to do so will be at the Bidder's risk and will not bar the Bidder's obligation to perform if a contract is awarded pursuant to this RFP.
- 2.2. Each Bidder must be satisfied by personal examination and by such other means as it may prefer, as to the actual conditions and requirements under which the contract will be performed.

#### 3. Amendments

Bidders are advised that KHS reserves the right to amend the requirements and timeline of this RFP. Any changes to the RFP will be amended and published on KHS's website. A notification may be sent to all Bidders known to have received a copy of the RFP. This may be done via e-mail, or other method as determined by KHS.

In the event an Amendment is warranted, bidders are requested to acknowledge receipt of amendments to the RFP. This may be done acknowledging receipt of the amendment via email.

#### 4. Cancellation of RFP

- 4.1. Issuance of this RFP or receipt of proposals does not commit KHS to award a contract. KHS reserves the right to withdraw this RFP at any time without further notice and, furthermore, makes no representation that any contract will be awarded to any bidder responding to this RFP.
- 4.2. KHS expressly reserves the right to postpone proposal opening for its own convenience; to accept or reject any or all proposals received in response to this RFP; to waive informalities and minor irregularities in bids received; to reject any and all proposals responding to this without indicating any reasons for such rejection; to negotiate with other than the selected bidder should negotiations with the selected bidder be terminated; to negotiate with more than one bidder simultaneously or to cancel all or part of this RFP.

#### 5. RFP Schedule

The following table presents the anticipated schedule for this RFP and will be strictly adhered to unless modified by amendment. All dates are subject to change at KHS's discretion.

Event	Date		
RFP Issue Date	June 6th, 2025		
Bidders Questions Due	June 16th, 2025 (2:00pm PST)		
Responses to Questions due from KHS	June 24th, 2025		
Proposals Due	July 7th (2:00pm PST)		
Interviews (If Applicable)	July 16-23 <sup>rd</sup> , 2025		
KHS Board Approval	August 14th, 2025		
Vendor Award Announcement	August 15th, 2025		

#### 6. Procurement Point of Contact

6.1. All communications relating to this RFP must be directed to KHS's designated contact below:

Andrea Hylton

rfp@khs-net.com

2900 Buck Owens Blvd

Bakersfield, CA 93308

6.2. Any and all communications relating to this RFP must be directed to the Point-of-Contact named above. Communications relating to this RFP between respondents, KHS staff members and/or Board of Directors concerning this RFP are strictly prohibited. Failure to comply with these requirements will result in Proposal disqualification.

#### 7. Questions and Clarifications

If a Bidder desires an explanation of any kind regarding provisions of this RFP, the Bidder must generate a written request for such explanation. The request may be e-mailed to rfp@khs-net.com.

7.1. Requests for explanation must be submitted by June 16<sup>th</sup>, 2025, 2:00 PM PST, allowing sufficient time for a reply to reach all Bidders before the submission of their Proposals.

#### 8. Proposal Submittal

- 8.1. Date and Time: Proposals shall only be submitted electronically via e-mail to <a href="mailto:rfp@khs-net.com">rfp@khs-net.com</a> no later than July 7<sup>th</sup>, 2025, 2:00 PM PST. Bidders should not include any unnecessarily elaborate or promotional material.
- 8.2. Acceptance of the Proposal
  - 8.2.1. KHS reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
  - 8.2.2. KHS reserves the right to withdraw this RFP at any time without prior notice and KHS makes no representations that a contract will be awarded to any bidder responding to this RFP.
  - 8.2.3. KHS reserves the right to postpone proposal opening for its own convenience.

- 8.3. Alternate Proposals are not authorized and will not be considered.
- 8.4. Late Proposals will not be considered or accepted if received after the time set for receipt specified in this RFP. For purposes of this RFP, the official time shall be the time reflected in the KHS RFP email.

#### 9. Pre-Contractual Expenses

9.1. Costs for developing responses to this proposal are entirely the responsibility of the Bidder. KHS shall not, in any event, be liable for any pre-contractual expenses incurred by bidder in preparation of its proposal. These expenses shall not be included as part of the proposal.

#### **10. Non-Collusion Declaration**

**10.1.** Each Bidder is required to complete the document entitled, "Non-Collusion Declaration" on the form provided herein (Attachment E). Proposal submitted to KHS without a fully executed copy of the Non-Collusion Declaration will be considered non-responsive.

#### 11. Contract Type

- **11.1.** KHS' standard Professional Service Agreement (PSA) will be used to contract with the chosen vendor. The PSA template is included with this RFP package, which includes a Business Associates Agreement (BAA) and other supporting exhibits. Any objections to the terms and conditions stated in that document must be clearly explained and included with the bid package as an additional Attachment F
- 11.2. Please review this agreement and if you cannot accept these terms and conditions, please note the specific area(s) where you have concerns. Failure to identify any such objection with your Proposal shall at KHS' option be deemed a waiver of such objection. Recommend alternative wording that you would like considered with your proposal response.
- 11.3. Failure to agree to the PSA may result in the disqualification of any Proposal
- 11.4. The initial term of any resulting agreement is anticipated to be for a period of Three (3) years, with one Three (3) year term renewal option at KHS's discretion.

#### 12. Eligibility for Contract Award

12.1. KHS will not award this RFP or enter into a contract with any bidder who is debarred, suspended or otherwise ineligible for the award of a contract or grant by any Federal agency or from participating in Federal Healthcare Programs. By submission of this proposal, bidder acknowledges and warrants that the bidder and any of its officers, directors, owners, partners, or any person having primary management or supervisory responsibilities within the bidder's business are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency or from participating in any Federal healthcare programs. Offerors must complete RFP Attachment 3 entitled "Bidder's Eligibility Certification" and submit as part of its proposal.

#### 13. Withdrawal of Bids

- 13.1. Proposals may be withdrawn electronically via email by a Bidder or an authorized representative with proof of their authority to act on behalf of the Bidder. If withdrawn in person by a Bidder or a representative of the Bidder, the person withdrawing the Proposal will acknowledge receipt of withdrawal.
- 13.2. Withdrawal action of any type must be done before the date and time specified for opening of bids in this RFP.

#### 14. Disposition of Proposals and Proprietary Data

- 14.1. All materials submitted in response to this RFP become the property of Kern Health Systems. Any and all proposals received by the KHS shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Directors, or the matter has been set for consideration before the Board of Directors, whichever comes first. However, KHS is a public agency and therefore subject to the California Public Records Act (California Government Code, Section 6250 et seq).
- 14.2. Material designated as proprietary or confidential shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. KHS will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals.
- 14.3. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure.

  Proposers are advised that KHS does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is necessary. If any information or materials in any proposal submitted is labeled confidential or proprietary, the proposal shall include the following clause:

(legal name of proposer) shall indemnify, defend and hold harmless Kern Health Systems, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

#### 15. Evaluation Process

- 15.1. In no event will KHS be limited to selecting a successful bidder based solely upon total cost submitted. Evaluation of the Proposals shall be generally based upon the reasonableness of price; experience in the market; capabilities of the bidder to effectively complete the project requirements; financial stability and completeness of the Proposal response and the requested data. All proposals received as specified will be evaluated by KHS staff in accordance with the above criteria and additional sub-criteria that may be considered as relevant or pertinent by the evaluators.
- 15.2. False, incomplete, or unresponsive statements in connection with a Proposal may be cause for rejection. The evaluation and determination of fulfillment for the above requirements shall be in KHS's sole judgment and this judgment shall be final. Any Proposal not meeting terms and conditions may be rejected.
- 15.3. KHS will provide special consideration to vendors located and doing substantial business in Kern County

#### 16. Award of Contract

- 16.1. Bidders who submitted a proposal in response to this RFP shall be notified electronically via email regarding whether its firm was awarded the contract or not. Such notification shall be made within a reasonable time after the selection is approved by authorized executives.
- 16.2. The contract will be subject to KHS Governing Board Approval.

#### 17. Miscellaneous

- a. The successful Bidder may not assign the contract or any part of its obligations without the prior written consent of KHS, which may be withheld in its sole discretion.
- b. The successful bidder will enter into a "Professional Services Agreement" with KHS.
- c. Bidder recognizes that the Medi-Cal Managed Care and Healthy Families programs are dynamic programs that are subject to numerous legislative and regulatory changes, which will likely require the successful Bidder to implement related changes to the agreement that may be awarded pursuant to this RFP.

#### SECTION III: TECHINCAL AND PRICE PROPOSAL REQUIREMENTS

### A. Technical Proposal Requirements

#### 1. Corporate Capabilities

#### 1.1. Qualifications and Experience

- 1.1.1.Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- 1.1.2.Briefly describe the background of the company, including the formation, implementation of new business, sales, mergers, acquisitions, ownership, current lines of business and intended future lines of business. If applicable, indicate action to prevent disruption of current and/or new business.
- 1.1.3. Identify the senior attorney staff and their length of time with the company. Identify attorney staff that would be directly involved with the KHS contract and their length of time with the company, including key personnel assigned to fulfill the scope of services.
- 1.1.4. Provide a "functional organizational chart" of your company.
- 1.1.5. Identify three (3) references of clients similar in scope and complexity to that of KHS. References shall include the name, title, email address, and telephone number of the person at the client organization who is most knowledgeable about the work.
- 1.1.6. Indicate any past or current material disputes including litigation with customers, provider groups, government entities, client groups and any other litigation with contingent liability of \$500,000 or more. State the results or status of the dispute.
- 1.1.7.Is your company under investigation or being sued by any governmental agency? Has your company been barred from participation in a publicly funded health program (such as Medicare or Medicaid)? If yes, provide a detailed explanation of the circumstances and status.
- 1.1.8.Provide details of any inquiry letters and/or negative audit results received from any state or federal agency or any outside business auditor.
- 1.1.9. Has your organization been audited in accordance with the Statements for Standards on Attestation Engagements (SSAE) 16 (formerly SAS 70 audit)? If yes, were any exceptions noted? If not audited, please explain.

- 1.1.10. If the respondent proposes to use subcontractor(s), it must describe any existing or ongoing relationships with the subcontractor(s); including project descriptions and the portions(s) of this RFP intended to be subcontracted
- 1.1.11. Identify subcontractors by company name, address, contact person, telephone number and project function and describe bidders experience working with each subcontractor.

#### 2. Financial Management

- 2.1. Provide evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement.
  - 2.1.1. If the respondent is a corporation that is required to report to the Securities and Exchange Commission, it must submit its two most recent SEC Forms 10K, Annual Reports.
  - 2.1.2. If the respondent is not a corporation that is required to report to the Securities and Exchange Commission, it must submit its current financial statement plus previous two (2) years of audited financial reports including all supplements, management discussion and analysis, and actuarial options.
    - 2.1.2.1. At a minimum, such financial statements and reports shall include: balance sheet; statement of income and expenses (also referred to as "statement of profit and loss"); statement of changes in financial position; cash flows; and capital expenditures.
  - 2.1.3. If any change in ownership is anticipated during the twelve (12) months following the proposal due date, the respondent must describe the circumstances of such change and indicate when the change is likely to occur.
  - 2.1.4. The respondent must identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
  - 2.1.5. If you are unable to provide the information above, please include a statement on why, and confirm in that statement that should KHS need to see evidence of financial stability prior to awarding a Contract, you will assist in good faith in providing that detail.
- 2.2. Include a sample of your billing invoice as part of your firms' proposal.
- 2.3. Include a W9 signed within the last 6 Months
- 2.4. Include a copy of your D&B report (if applicable) from within the last 6 months.

#### 3. Proposed Staffing and Project Organization

- **3.1.** Provide education, experience and applicable professional credentials of project staff.
- **3.2.** Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager, Account Manager, and other key personnel.
- **3.3.** Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.

- **3.4.** Identify key personnel proposed to perform the work on the specified tasks and include major areas of subcontract work.
- **3.5.** Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
- **3.6.** Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of KHS.
- 3.7. Describe the roles, responsibilities and deliverables of KHS and the bidder in a detailed work plan. The work plan must outline sequentially and describe the elements and activities that would be undertaken in completing the tasks; specify by name and job description, the person Bidder would assign to perform said task; the hourly rate of each person; rate for task identified; and include a schedule for completing the tasks in terms of elapsed weeks from the commencement date.
- **3.8.** What KHS resources are required by bidder to meet the deliverables?

#### ATTACHMENT A

#### SCOPE OF SERVICES

Based on the following SOW, please provide a response to the items below, proposing how your firm will meet these requirements and deliverables, and include a work plan including the name, title/role, hourly rate, and estimated number of hours for each of the individuals.

#### I. Introduction

KHS is required to comply with mandated regulatory standards outlined in its agreements with the Department of Health Care Services and the Knox-Keene licensure through the Department of Managed Care. To meet these obligations, KHS provides 24/7/365 access to a Nurse Triage service that supports members with health and benefit-related questions.

Additionally, members have access to an audio health library (AHL), offering another source of health education in both English and Spanish, focused on specific disease processes. These services are designed to be seamless to the membership, complementing internal business hours support provided by KHS staff and extending coverage after hours through a defined phone tree algorithm.

#### Definitions:

- Business Rules: Protocols provided by KHS that define which services members are authorized to receive through the nurse triage line, guiding vendor decision-making and call handling procedures.
- Call Tree: An automated phone routing or interactive voice response (IVR) system that directs members to appropriate services based on language and need.
- Joint Operations Meetings (JOMs): Regular meetings between KHS and the vendor to review performance and alignment.
- Redirection Rates: The rate at which calls are redirected to more appropriate levels of care (e.g., urgent care vs. ER).

#### II. General Requirements

#### A. KHS Demographics:

- 1. Current membership base is 400,000 lives with a potential to grow.
- 2. The majority of members reside within Kern County, California.
- 3. Members meeting emergency room (non-911 level emergency) or urgent care level dispositions are to be directed to a contracted facility KHS would provide a regular feed of contracted facilities.
- 4. All members will have a medical home either through a clinic or an assigned PCP.
- 5. Members will reside in all age groups with the largest percentage being Pediatrics.
- 6. The majority of members are covered by Medi-Cal, and some have a different primary health coverage.
- 7. KHS will provide regular eligibility files to include member's assigned PCP.
- 8. KHS member usage of Nurse Triage average 500-1,000 per month for combined clinical and non-clinical services.

#### B. Vendor Phone Services Structure for incoming calls for members:

- 1. All call tree option choosing between English, Spanish and Other; KHS can drop members into English/Spanish queues if vendor chooses.
- 2. Ability to use interpreter services if indicated, i.e. Language Line or other
- 3. Option to use self-health library (AHL).
- 4. Option to direct member to self-health library when appropriate.
- 5. Allow for call-back option for members not wanting to hold for a Nurse.

- 6. Call queue priority based on initial protocol severity.
- 7. If using a model where caller is presented to a coordinator for capturing member information and primary reason/criticality of the call, this information is passed to the nurse providing triage, and therefore not requiring the nurse to duplicate the initial questions posed to the member.

#### III. KHS' Responsibilities

- 1. Maintain a dedicated toll-free number for routing member calls to the Nurse Triage services.
- 2. Screen service options to direct only Nurse Triage related calls to vendors call tree.
- 3. Transmit an eligibility file on a reoccurring basis to be discussed during planning & implementation phase. KHS preference is daily.
- 4. Transmit a provider directory file linking member to provider on a reoccurring basis.
- 5. Provide business rules and protocols to the vendor for determination of services the member is authorized to receive through the nurse triage services.
- 6. Monitor services provided by vendor under the contract.
- 7. Investigate and determine member grievances involving vendor.

#### IV. Vendor Responsibilities

- 1. Describe your staffing model for 24/7 phone nurse triage services.
- 2. Note how many California-licensed RN, for nurse level triage, will be dedicated to KHS members?
- 3. What language support services do you use to address non-English speaking members?
- 4. Do you have NCQA/URAC accreditation, if so, what is your current accreditation level?
- 5. Describe how the criticality of the member medical needs is determined.
- 6. How do you ensure accuracy of eligibility of members?
- 7. How does your system tie member to provider lookup?
- 8. Can your system handle providers with rotating office schedules to multiple locations-namely, providers that have routine visits to rural locations?
- 9. What is your average uptime percentage over the past twelve months?
- 10. What is your disaster recovery model, how often do you test it?
- 11. How long do you maintain call logs for client review?
- 12. What types of reports do you provide on a daily, monthly & quarterly basis?
- 13. Do you allow ADHOC reporting?
- 14. What is the method of delivery for your reports?
- 15. Do you have any vendor affiliations that perform other functions as part of your service, i.e. disease or case management with health coaches? If so, what topics or services are offered?
- 16. What are the methods of outreach or communication to members used by the health coaches?
- 17. Do you perform periodic surveys of member satisfaction for the services you provide?
- 18. Can you Fax to the member's provider an encounter for members seeking Urgent Care or ER services?
- 19. Do you currently notify a non-eligible member seeking services of his or her financial responsibility of any services rendered?
- 20. Can you provide an electronic feed of daily encounters?
- 21. Do you investigate and determine member grievances involving vendor and provide an outcome.
- 22. Is a physician available on an on-call basis for the triage nurse to contact as needed? (as required by California Health and Safety Code 1348.8)

#### V. <u>Vendor Reporting Requirements</u>

1. Daily encounter report that identifies the member call reasons, and outcome of the call.

- 2. Monthly demographic and utilization report summarizing call volumes, call types, and protocol levels, segmented by adult and pediatric populations.
- 3. Frequent Caller and PCP Access reporting identifying frequent caller patterns and potential issues with primary care provider (PCP) access.
- 4. Program Activity Reports:
  - a. Member inbound call reasons and call volume by day and time
  - b. Redirection rates (upward and downward)
  - c. Referral activity between KHS programs
  - d. Volume of resources referred
  - e. Operational performance metrics: Call center statistics +
  - f. Count of completed member calls
  - g. Count and handling process for ineligible members
- 5. Turnaround times for all reports to be defined in contractual Reporting Deliverable Index (RDI)
- 6. Service Level Agreements (SLAs) Track and report on the following SLA metrics:
  - a. Average Speed of Answer: ≥ 80% of calls answered within 30 seconds
  - b. Abandonment Rate: Less than 5%
  - c. Excess Wait Time/Access to Nurse Triage: ≥ 99% of calls do not exceed a ten (10) minute wait time
  - d. Grievance Response Time: Within 10 business days of receipt
- 7. Ad Hoc Reporting: As needed reporting capabilities for issue resolution and process improvement.

#### VI. Special Needs for the Vendor

- 1. During holidays and times of office outages, KHS needs the vendor to provide limited member services can your organization respond to grievance complaints when prompted by KHS grievance coordinators, and can you provide supporting phone recording if requested?
- 2. Vendor will train and manage a team of non-clinical staff responsible for completing manual outreach via telephone to pre-identified provider offices. KHS will send a file of providers with contract information and specialty designation. Vendor will complete an appointment availability survey for each provider office.

#### VII. Managed Care Regulatory Duties

- 1. Vendor must comply with HIPAA and all applicable privacy laws, ensuring PHI is encrypted in transit and at rest, and access is restricted to authorized personnel only.
- 2. Vendor must notify KHS of any data breach involving PHI providing a comprehensive incident report, including mitigation and corrective actions.
- 3. Telephone Wait Times
  - a. Provider Type & Appointment Type: 24/7 Nurse Triage Line; Timely Access Standard: Response/Call provided within 30 minutes
  - b. Telephone triage or screening services must be provided in a timely manner appropriate for the enrollee's condition, and that the triage or screening waiting time does not exceed 30 minutes.

#### VIII. Managed Care Operations & Management Duties

- 1. Regular Joint Operations Meetings (JOMs) as needed for business and technical support.
- 2. Performance Monitoring & Audits KHS maintains the right to audit vendor processes, access records or call logs for quality checks, and require corrective action plan (CAP) participation if performance fails.

#### ATTACHMENT B

#### **SCHEDULE OF FEES**

Proposal Costs (This section is derived from the Scope of Services, Attachment A)

- A. Define your proposed method of reimbursement for services provided through your organization. Kern Health Systems customarily prefers itemized billing on a project basis (or as major milestones are accomplished for very large projects) with specific deadlines identified in the Proposal.
- B. Please provide a summary table matrix of costs by line item including:
  - 1. Item description
  - 2. Quantities required (specify units of measure)
  - 3. Not-to-exceed amounts for installation or travel
  - 4. Target date of completion
- C. List any additional costs that may be incurred in completion of this project and the circumstances that would trigger those costs.

# ATTACHMENT C

## **BIDDER ELIGIBILITY CERTIFICATION**

Bidder certifies, to the best of its knowledge and belief, that that offeror and/or any of its Principals:

A.	Are $\square$ , are not $\square$ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency or from participating in any Federal healthcare programs;
В.	Have $\Box$ , have not $\Box$ , within a ten (10)-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
C.	Are $\square$ , are not $\square$ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section (B); and
D.	Have $\square$ , have not $\square$ , within a ten (10)-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
manage	posed of this certification, "Principal" means an officer, director, owner, partner, or a person having primary ment or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a division ess segment and similar positions).
By:	
Name: _	
Title:	
Compar	ny:

#### ATTACHMENT D

#### PROPOSAL SIGNATURE VERIFICATION

All offers in response to this RFP must be received on or before July 7<sup>th</sup>, 2025, 2:00 PM PST at the <u>rfp@khs-net.com</u> email address. All offers are subject to the attached Instructions and Conditions, general provisions, special provisions, and Attachments. The undersigned agrees, if its offer is accepted (in whole or in part) to provide products, other materials, and services as set forth in the Attachments, it shall do so in accordance with the provisions of this RFP, the controlling contract between the parties, and the master contracts between KHS and the State of California.

Offer Name: _					
Address:					
Phone Number:					
FAX:					
Typed or printed i	name and title of p	erson authorized to	o sign offer:		
			_		
Signature of Auth	orized Person:				
Date of Offer:					
Grand Total of "A	attachment B": \$_		_		
		Acknowle	dgment of Amend	lments	
The Offer acknow	eledges receipt of A	Amendments to the	e RFP numbered a	and dated as follow	s:
Amend #	Date	Amend #	Date	Amend #	Date

## **ATTACHMENT E**

## NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER

AND SUBMITTED WITH PROPOSAL (Mandatory)

Public Contract Code § 7106

State of California
County of Kern
The undersigned declares:
I am the of, the party making the foregoing bid.
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or shambid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on[date], at[city],[state]."
Signature
Date

# ATTACHMENT F

# **Professional Services Agreement**

Please download the Professional Services Agreement from the Kern Family Healthcare website.