

COUNTY OF MARIN



DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC HEALTH

REQUEST FOR PROPOSALS (RFP)

HEPATITIS C VIRUS (HCV) PREVENTION AND CONTROL

RFP-HHS-2020-01

DATE ISSUED: January 6, 2020
DEADLINE FOR SUBMISSIONS: January 31, 2020

The County of Marin Health and Human Services Department does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, national origin, citizenship status, genetic information, gender identity and expression, AIDS/HIV, medical condition, political affiliation, military or veteran status, or status as a victim of domestic violence, assault, or stalking, national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

PLANNING CALENDAR (TENTATIVE)

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	January 6, 2020
Question/Answer Period Opens	January 6, 2020
RFP Bidders Conference (tentative)	January 17, 2020 3:00 – 4:00 p.m.
Question/Answer Period Closes	January 24, 2020
All proposals due to HHS office by 4:00 p.m.	January 31, 2020
Proposal review by panels	Week of Feb 3 – Feb 7, 2020
Interview candidates (if necessary)	Week of Feb 3 – Feb 7, 2020
Selection and notification of award	February 14, 2020
Start date of services (tentative)*	April 1, 2020

*Contract start date is contingent upon the approval of the Board of Supervisors and is subject to change.

A. BACKGROUND

Marin County has qualified for funding from the California Department of Public Health (CDPH) for hepatitis C virus (HCV) prevention and control activities. The activities may include, but are not limited to prevention, testing, and linkage to and retention in care activities for the most vulnerable and underserved individuals living with or at high risk for HCV infection.

Marin expects to fund up to \$90,000 for this activity for a period of one year. This award can be renewed as the funding is for a 3-year cycle and may be extended for additional years.

B. ELIGIBLE APPLICANTS

Only non-profit providers (i.e., 501c3) or public service agency providers are eligible to apply for these funds.

All applicants must meet the following minimum qualifications:

- (a) Applicants must describe in their narrative how they have had a minimum of one (1) full year of experience providing HCV outreach, testing, linkage to care, care coordination, and/or assurance of treatment.
- (b) Applicants must describe in their narrative how they have had a minimum of one (1) full year of experience working with populations at high risk for HCV infection.

C. AVAILABLE FUNDS

A total of up to **\$90,000** is available each year for a three-year funding cycle with annual renewals contingent upon the availability of funding and achievement of contracted objectives

and outcomes. Individual organizations can apply for funding up to **\$35,000** per grant year. Joint applications are encouraged and can apply for combined funding. The funds may be awarded to one or more organizations at the discretion of the funder.

The County reserves the right to: increase or decrease the contract amount, fund the proposed service in whole or in part, and terminate or extend the program/contract based on funding availability.

D. TIME PERIOD

April 1, 2020 through June 30, 2024.

E. SCOPE OF WORK

Target Population

The target population for HCV outreach and testing are a) people who have ever injected drugs (PWID); b) people experiencing homelessness or unstable housing; c) people engaged in drug treatment or detained in a local jail; d) people who use non-injection drugs, such as methamphetamine, cocaine, crack, etc.; e) transgender women; and f) sex partners of PWID.

California Department of Public Health (CDPH) HCV surveillance data indicate that over the past five years there were continued increases in the rate of newly reported hepatitis C infections among young people 15-29 years of age, which is likely due to ongoing transmission related to injection drug use. Demographic populations disproportionately affected by hepatitis C in California include Blacks/African Americans and American Indian/Alaska Natives as well as people experiencing homelessness or incarceration.

Eligible Grant Activities

All program activities should support the outcome measures of increased HCV monitoring, screening, testing, linkage to care, and treatment.

Activities can include the following:

- Conduct or ensure the provision of HCV antibody testing.
- Conduct or ensure the provision of HCV ribonucleic acid (RNA) testing.
- Conduct or ensure the provision of HCV navigation and linkages to care for people with a positive HCV RNA test or who was previously diagnosed with HCV.
- Conduct or ensure the provision of HCV care coordination and treatment among people with HCV.
- Ensure that HIV/HCV coinfecting individuals are treated for HCV.
- Connecting individuals with HCV or at risk for HCV to behavioral health and social services.
- Additional innovative and impactful activity you plan to undertake.

Activities should serve vulnerable and underserved clients at high risk for HCV with an emphasis on priority settings. High priority settings include drug treatment programs, syringe exchange programs, jails, health care for the homeless clinics and mobile health vans, street-based outreach programs, and other locations serving a high number and percent of persons at high risk for HCV who are likely vulnerable and medically underserved.

F. REPORTING AND PERFORMANCE REQUIREMENTS

Grantees must work in collaboration with the Marin Communicable Disease Prevention and Control Program. Grantees must work collaboratively with HCV service providers. Grantees must use the database WIZARD to coordinate care and share data with participating agencies for appropriate clients.

It is anticipated that staff will receive training as directed by the County of Marin.

Grantees will be paid on a monthly or quarterly basis, following the submission of an invoice to the County. Payment will be made one month in arrears on an actual cost reimbursement basis. Specific instructions and invoice templates will be provided to grantees upon award of a contract. Services will be reimbursed according to a fee-for-service model for contracted services provided on the monthly invoices, not to exceed the total contract amount. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the annual allocation will not be reimbursed.

Progress reports are due on a schedule to be provided by the County. Invoice payments will be delayed if reporting requirements have not been met. Grantees will also participate in an annual site visit and report quarterly on deliverables.

The County retains the right to impose additional requirements as necessary.

G. PROGRAM ADMINISTRATION

In addition to the program services listed above, the grantee will be responsible for fiscal record keeping as well as cooperating with the County in the monitoring and evaluation of the contract. The grantee will be responsible for complying with the terms and conditions of Marin County's contract with CDPH and grantee contract requirements of the County of Marin, a copy of which is attached hereto as Attachment C. The contract document contains specific provisions relating to nondiscrimination in hiring, record keeping, payments, limitations and obligations, indemnification and insurance, assignment, HIPAA and resolution of disputes. The grantee will reimburse the County for any funds expended for non-allowable costs that are discovered by audit or monitoring. If CDPH requires the County to refund any amounts that the grantee has spent improperly, the grantee will reimburse the County for such amounts.

H. PROPOSAL INSTRUCTIONS

General Submission and Format Instructions

The proposal package (one signed original and three (3) double-sided copies, in addition to an electronic copy of all documents sent via email) must be received at the following location no later than 4:00 p.m. on January 31, 2020. The proposal should not exceed **12 pages**. Please do not attach supplemental materials, brochures, annual reports (these will be counted towards the 12 pages if attached).

HHS Communicable Disease Prevention & Control
3240 Kerner Blvd 20
San Rafael, California 94901
Attention: Cicily Emerson
E-mail: cemerson@marincounty.org

Faxed copies will not be accepted. No verbal proposals will be considered. A proposal received after the date and time indicated above will not be accepted. Postmarks or delivery service marks will not be accepted, and it is up to the applicant to ensure that the application is received by the date and time recited above.

Only proposals submitted in the format described within this RFP will be considered. Proposals must be submitted on standard 8-1/2" x 11", plain white paper, typed, single-spaced, in no less than 12-point typeface, with 1" margins and pages numbered consecutively. Designer or hard covers are not permitted and will be removed from proposals prior to their being shared with the review committee. Hard copy proposals shall be fastened in the top left-hand corner with a metal staple, clasp, or other type of fastener. Electronic submissions shall be in .pdf format.

Proposals that do not follow instructions and/or fail to respond to all parts of the RFP may be deemed non-responsive and may not be considered. The County will not accept any amendments, revisions or alterations after the proposal due date unless the changes are requested by the County. The County may in its discretion accept or reject in whole or in part any or all proposals, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in a proposal. The County's waiver of an immaterial defect shall in no way modify the RFP requirements or excuse the applicant grantee from full compliance with the objective if awarded the contract.

I. CONTACT BETWEEN APPLICANT AND COUNTY INCLUDING QUESTIONS/BIDDER'S CONFERENCE

County staff contact: During the period from issuance of this RFP and the award of the contract to a successful applicant, contact regarding the specific subject of this RFP between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFP, neither applicant nor County staff shall discuss,

question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFP. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents or contractors involved in or connected with this RFP process.

Questions regarding the RFP: To maintain a fair and impartial process, all questions regarding this RFP must be submitted in writing via the County's website and contain a contact name and address. The final date to submit questions in writing is January 24, 2020. No telephone consultation will be provided. Please submit your request by email via the County's website, <https://www.marinhhs.org/requests-proposals-or-statements-interest-rfp>. Email subject line should read: QUESTION REGARDING HCV RFP.

J. PROPOSAL FORMAT

The Scope of Work section in this RFP is to be used as a general guide to assist interested applicants in developing their proposals for funding.

Organizations interested in responding to this RFP must submit the following information in the order specified below.

1. Cover Page (ATTACHMENT A)

2. Introduction and Executive Summary (no more than 2 pages)

Submit a letter of introduction and executive summary of the proposal. If this is a collaboration with subcontractors, the subcontractors must be identified by name, and their role must be described in the summary.

3. Project Approach

Provide the following information in your proposal: (It is understood that for some applicants not all sections of A thru L will apply. Please address those sections which apply to the activities to which you are applying and note "Not Applicable" on those sections which do not apply).

- A. Describe agency background with HCV services in terms of number tested, treated, etc. in the previous year.
- B. Describe the general program operations and the specific service components to be provided. Identify the number of clients to be served through the different components.
- C. Describe population(s) proposed to be served.
- D. Describe the methods to be used to outreach and engage clients and describe why this proposed method will be effective with the target population.
- E. Describe previous experience with providing services to diverse ethnic, linguistic and cultural population(s), and describe the organization's capacity for providing culturally competent services to specific ethnic and cultural consumer groups.

- F. Describe the priority populations and settings selected for HCV antibody testing.
- G. Describe how the program will ensure people with a positive HCV antibody test result will receive follow up HCV RNA testing.
- H. Describe the HCV linkage to care activities.
- I. Describe the HCV care coordination activities.
- J. Identify the number of staff that will provide services.
- K. Describe the specific methods, approaches, deliverables, and projected timeline for all proposed activities.
- L. Describe the proposed model for clients to offer input regarding services and feedback regarding quality of services.

4. Staffing and Qualifications

- A. Provide information detailing the respondent's experience in providing the same or similar services as described in this RFP.
- B. Please provide a brief description of how the agency is staffed (volunteers, testing counselors, number of staff) and how staff will be utilized to provide the services identified in your proposal.
- C. If additional staff is to be hired with the use of funds, please provide a plan for recruitment with timelines for hiring staff not yet selected. Also outline plans for any staff hired through this HCV funding after the grant period ends.

5. Budget and Fiscal Administration

- A. Complete budget form using the template accompanying this RFP. (ATTACHMENT B)
- B. Budget Narrative: Respondents must provide a budget narrative that clearly explains the basis for each expense listed on the budget forms. The budget narrative should describe the source of leveraged funds and the amount that will be available to support the proposed project.
- C. Describe the agency's experience with payments to third parties and/or how the agency intends to process third party payments to vendors.
- D. Describe how the agency will keep separate account records to distinguish between the HCV grant and other similar or related activities provided by the agency funded through other sources.

6. Monitoring and Record Keeping

- A. Describe how the applicant plans to measure and track program outcomes. Describe your experience and/or how you will approach tracking outcomes for program participants who are difficult to track.
- B. Describe the agency's plans for recordkeeping and data reporting, maintenance of client confidentiality, and the timely submission of fiscal data, utilization data, and other required reports to the County.

K. PROPOSAL REVIEW PROCESS

A technical review will be conducted by Public Health to assure compliance with all requirements of the RFP and all relevant state requirements. If any of the material format or substantive requirements is missing or incorrect, the application may be disqualified.

All applications that pass the initial technical review will be submitted to an application review committee that will evaluate and rank the applications. The committee may consist of persons experienced in communicable disease and HIV/HCV prevention, representatives from local advisory boards, and/or any other individuals that Health and Human Services deems capable and appropriate for the selection of potential providers. The committee shall not include potential contractors, and no committee member may apply or assist others in applying for this contract.

The purpose of the evaluation is to determine which applicants demonstrate the skills, expertise and experience necessary to successfully perform the tasks specified in the RFP. Each committee member will read and score each application using a standardized scoring instrument. The scoring instrument will reflect the requirements of the RFP.

An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services ("HHS") or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract. The committee will make an award recommendation to the Public Health Division who will make the final recommendation to the Marin County Board of Supervisors.

Prior to making an award, the County may choose to conduct interviews with applicants. The purpose of the interviews would be to ask follow-up questions that may arise from the review committee and collect any additional information not gleaned from the applications. The County may also request additional information necessary to determine the applicant's financial stability, ability to perform on schedule or willingness to incorporate additional features in the application, and any other relevant information necessary to make the award.

Once a decision is made, a Notice of Intent to Award will be mailed to all applicants evaluated by the committee.

Once the Notice of Intent to Award has been issued, the provider(s) selected will be contacted to execute the County's Standard Professional Services Contract. At that time, the selected provider and the County may discuss adjustments to the budget and the scope of work. No other provisions of the County's Standard Professional Services Contract will be negotiated. Refer to Attachment C for a copy of the County's Standard Professional Services Contract.

The County reserves the right to reject or to seek modification of any offer if, at the County's sole discretion, the offer does not assist the system in meeting overall service and performance

objectives. No award is final until the proposed grantee and the Marin County Board of Supervisors have signed a contract.

The applicant grantee awarded a contract under this bid process will be required to adhere to the reporting requirements set forth by HHS as well as to provide any additional data needed to satisfy other County, state or federal reporting requirements.

For the duration of the contract period, annual contract renewals are contingent upon the demonstration of progress in achieving measurable results to the County's satisfaction and compliance with all contract requirements as well as the continued availability of contract project funding.

Award of a contract under this process does not preclude the County from conducting another RFP process for these services at a future date.

L. REJECTION/MODIFICATION OF PROPOSALS

Failure to comply with any part of this RFP may result in rejection of the proposal as non-responsive. The proposed services and program approach must comply with the requirements set forth in this RFP and the requirements for CDPH under the California Health and Safety Code Section 122440.

M. COST OF PREPARING PROPOSALS

The County assumes no obligation for any of the costs associated with responding to this RFP including, but not limited to, development, preparation and submission of applications. Such costs are the sole responsibility of the bidders.

N. SUBCONTRACTING

Applicants intending to sub-contract should submit a joint proposal if a portion of the funds is to go to another organization/agency.

O. LIMITATIONS

This RFP does not commit the County to award a contract, to pay any costs incurred in the development of the proposal, or to procure or contract for services or supplies. The County reserves the right to accept or reject any proposal submitted in response to this RFP, or to cancel in part or in its entirety this RFP if it is in their best interest to do so. In the event no proposals are deemed acceptable for Marin County, the County may select to operate by other means.

Applicants are strongly encouraged to attend the bidder's conference on January 17, 2020 3:00 – 4:00 p.m. at 3240 Kerner Blvd San Rafael, CA 94901. All questions received and the answers provided will be posted on the County of Marin website at <https://www.marinhhs.org/requests-proposals-or-statements-interest-rfp>.

P. LEGAL REQUIREMENTS

1. Contractual Requirements

All applicants responding to this RFP will be required to comply with any and all Federal, State and local laws and regulations including but not limited to the County of Marin Nuclear Free Zone; Living Wage Ordinance; Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data; Title 42 of the Code of Federal Regulations; the Federal Health Insurance Portability and Accountability Act (HIPAA); Division 10.5, California Health and Safety Code; Title 9, California Code of Regulations; Americans With Disabilities Act of 1990; all applicable labor laws including prevailing wage rates; and the terms and conditions of the County of Marin's Standard Form Contract, a copy of which is attached hereto as ATTACHMENT C. By submitting a proposal, the applicant agrees to be bound by all terms and conditions of the County's Standard Short Form Contract, including but not limited to nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and HIPAA. Upon grant of an award, the successful applicant(s) will be contacted to execute the County's Standard Short Form Contract. The terms of this RFP shall be incorporated into said contract, as well as any terms and conditions required by the state funding sources for this RFP.

2. Governing Laws

This RFP and any resulting agreement, contract and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin Environmental Health Department. All matters and subsequent contract shall be governed by and in accordance with the substance and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Contract and the procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.

3. Nuclear Free Zone

The County of Marin is a nuclear free zone in which work on nuclear weapons and/or the storage or transportation of weapons related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons contractor.

4. Non-Appropriations

The County's performance and obligation to fund the contract arising from this RFP process are contingent upon the availability of funds from the sources identified in this RFP. Should these

funds not be appropriated or otherwise made available to the COUNTY, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.

Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.

Prior to executing a contract, the applicant (and any subcontractors/partners) must be able to provide the following written policies and procedures that comply with and are otherwise acceptable to the federal, state and local statutes, laws, regulations, and ordinances: (1) Conflict of interest policy for staff and governing boards, (2) Grievance procedure for customers and clients, (3) Does not discriminate against nor deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age, disability, citizenship, political affiliation or belief, and (4) Complies with the 1990 ADA.

Applicants must have proven fiscal capacity, including capacity for fund accounting.

Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.

Applicants must be eligible to receive Federal funds. Documentations: debarment certification statement.

Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.

If applicable, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later.

Contractor shall comply with applicable local, State and Federal statutes and regulations, and case law, including but not limited to the Federal Health Insurance Portability and Accountability Act (HIPAA).

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Department of Health and Human Services, including outcomes and satisfaction measurements. Contractors must also comply with all reporting requirements set forth by the Department of Health and Human Services and the California Department of Public Health,

including but not limited to completion of regular reports, annual provider self-audits and site visits.

This RFP is in no way an agreement, obligation, or contract between County and any applicant.

The applications will become the property of the County upon submission and may be subject to the terms of the California Public Records Act (“PRA”), as required by law. By submitting an application, applicants acknowledge and agree as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the application submitted to the County; If applicant claims that such information falls within one or more PRA exemptions, that applicant must mark said proprietary information as “CONFIDENTIAL AND PROPRIETARY” and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County’s deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County’s deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorneys fees that may result from denial by County of a PRA request for information arising from any representation or any action (or inaction), by the applicants.

After submission of the application and closing of the application period, no information other than what is outlined in this RFP will be released until an award becomes final.

In an effort to reach a decision concerning the most qualified applicant, the County reserves the right to evaluate all factors it deems appropriate, whether or not such factors have been stated in the RFP.

The County reserves the sole right to interpret, change or terminate any provision of the RFP at any time prior to the submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFP. The County also reserves the right to accept and reject any or all of the RFP, cancel the RFP in whole or in part, or terminate the process and elect to operate by other means.

An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services (“HHS”) or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

ATTACHMENT A

Marin County Department of Health and Human Services
Division of Public Health

HEPATITIS C VIRUS (HCV) PREVENTION AND CONTROL
HHS RFP: 2020-01

Date:

Legal Applicant:

Name
Address
Telephone
Fax
E-mail

Federal Tax ID No.

Certifications

The applicant certifies to the best of his/her knowledge and belief that the data in this application is true and correct and that filing of the application has been duly authorized by the governing body of the applicant and that applicant will comply with the assurances required of applicant if the application is approved and a contract is awarded. The applicant understands that final funding for any service is based upon funding levels and the approval of the Marin County Board of Supervisors. The applicant also attests the costs of the proposed project can be carried by the applicant for at least 90 days at any point during the term of the contract.

Signature:
Name:
Title:

Date:

For County Use Only

Date Received:

Time Received:

Marin County Staff Signature Acknowledging Receipt of Application:

ATTACHMENT B: Budget Form

**Budget Summary
April 1, 2020 – March 31, 2021**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Position Title/Classification	\$0	0.00	12	\$0
Total Personnel				\$0
Fringe Benefits	0%			\$0
Total Personnel & Benefits				\$0

OPERATING EXPENSES

General Office Expense				\$0
[Insert Line Item Name]				\$0

Total Operating Expenses **\$0**

EQUIPMENT (If >\$50K, please itemize) **\$0**

TRAVEL **\$0**

OTHER COSTS **\$0**

**INDIRECT COSTS (XX% OF PERSONNEL AND
BENEFITS)** **\$0**

BUDGET GRAND TOTAL **\$**

ATTACHMENT C: Standard Short Form Contract

CAO Contract Log # _____

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1**

THIS CONTRACT is made and entered into this __ day of __, 20__, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: _____; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**

2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County’s behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager:	Cicily Emerson Public Health Program Manager
Dept./Location:	3240 Kerner Blvd San Rafael, CA 94901
Telephone No.:	415-473-3373

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

EXHIBIT A.

EXHIBIT B.

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

**OTHER
REQUIRED**

**EXHIBITS (HHS
USE ONLY)**

<input checked="" type="checkbox"/>	Scope of Services	
<input checked="" type="checkbox"/>	Fees and Payment	
<input type="checkbox"/>	Insurance Reduction/Waiver	
<input checked="" type="checkbox"/>	Contractor's Debarment Certification	
<input type="checkbox"/>	Subcontractor's Debarment Certification	
<input checked="" type="checkbox"/>	Exhibit G >10 or H <10: Audits/Non-discrimination	
<input checked="" type="checkbox"/>	Exhibit M: Business Associate Agreement	
<input type="checkbox"/>		

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

**APPROVED BY
COUNTY OF MARIN:**

By: _____

Name: _____

Title: _____

By: _____

County Administrator

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ Date: _____