

GLENN COUNTY COMMUNITY ACTION DEPARTMENT

**LOCAL INDIGENT CARE NEEDS**

**DIRECT CLIENT SERVICES CONTRACTOR**

*Request for Proposal No. 2023-02*



**Proposals must be received no later than 5:00 P.M., March 5, 2023.**

County of Glenn  
Community Action Department  
Robyn Nygard, Administrative Services Analyst  
345 Yolo Street  
Orland, CA 95963  
530-934-1531

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**REQUEST FOR PROPOSAL**

*LOCAL INDIGENT CARE NEEDS*

*DIRECT CLIENT SERVICES CONTRACTOR*

**1. PURPOSE**

**The purpose of this Request for Proposal (RFP) is to solicit and award contract(s) to organization(s) that are able to provide high-quality in-person services for local indigent populations in Colusa County. There is a preference for community-based organizations (CBO) with a ready workforce of trained Community Health Workers/Promotores de Salud (CHWs/Ps) and supervision staff to implement and manage the project activities as outlined in the Community Action Departments Application to the County Medical Services Program and attached Scope of Work.**

Proposals will be considered from organizations with expertise in planning, managing, and implementation of projects and grants that are related to direct client services, including but not limited to:

- Sole practitioners and;
- General partnerships;
- Government agencies;
- Non-profit organizations;
- Private firms;
- Panel organizational configurations; and
- Any combination of the above.

**2. BACKGROUND INFORMATION**

In January of 1983, the State of California restructured its law, transferring the responsibility to provide indigent adult health care services to local counties. The law acknowledged smaller and rural counties would not be in the position to undertake such a large task and stated that counties with a populace less than 300,000 could defer responsibility of care for indigent adults in their county back to the California Department of Health Care Services (DHCS).

The law amended in April of 1995, established the County Medical Services Program (CMSP) Governing Board. The Board, comprised of 10 county officials and an ex-officio representative from the Secretary of the California Health and Human Services Agency, provides the Board authority to set program and fiscal policies regarding the CMSP.

The CMSP Governing Board established the Local Indigent Care Needs (LICN) program to deliver care to low-income, uninsured and under-insured indigent adults with crucial and necessary medical, mental health, behavioral health, and housing needs, including

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homelessness, that would otherwise go unassisted. More information regarding the Local Indigent Care Needs (LICN) Program, please visit:

<https://www.cmspcounties.org/local-indigent-care-needs>.

The mission of this program is to expand the delivery of locally directed indigent care services for low-income, uninsured and under insured adults that lack access to health, behavioral health, and associated support services. The primary goals of this program are to:

- 1) Promote timely delivery of these necessary medical, behavioral health and support services to locally identified target populations;
- 2) Link populations to other community resources and supports; and
- 3) Improve overall health outcomes for these target populations.

The CMSP Board released a Request for Proposals (RFP) for developing and providing these services in the California counties under their jurisdiction. The Glenn County Community Action Department (CAD), the administrator of the Colusa-Glenn-Trinity Community Action Partnership (CGTCAP), serves low-income persons in Colusa, Glenn and Trinity Counties. Under the first phase of the original RFP, CAD, partnered with Colusa County Department of Health and Human Services (DHHS), submitted a planning grant application to CMSP for fifty thousand (\$50,000) to serve Colusa County. This was a one-time, single grant award lasting no more than one year. The grant required that applicants produce an Implementation Grant Application and a plan for a proposed Implementation Program to serve indigent clients in the target area.

The Implementation Grant Application was submitted to CMSP and awarded. We are entering the second phase of this project to implement the project as presented. CAD is looking for a well-qualified Community Based Organization to implement a component of the project locally. This organization will have the knowledge and an experienced Community Health Worker workforce to perform the services as identified. The awarded grant for this second phase is up to one million, five hundred thousand dollars (\$1,500,000.00), of which a maximum of \$466, 092 is allocated for the community-based organization (CBO) subcontract.

**a. PROJECT GOALS:**

Colusa County aims to increase the access, delivery, and awareness of medical, behavioral health (BH), and associated support services throughout its service area. To do so, the following goals will be accomplished:

- (1) DHHS will hire an Access and Housing Coordinator to improve the coordination of local level-care management, increase internal management capacity/funding for housing resources, and facilitate collaboration between Colusa County entities;

- (2) Selected CBO(s) will establish a Community Healthcare Workers/Promotores (CHWs/Ps) program to provide unrestricted, client centered services;
- (3) Selected CBO(s) will provide free patient transportation assistance to and from appointments.
- (4) Selected CBO(s) provide telehealth access point/enabling services space in rural areas of the community via the dual-purpose van (mobile telehealth);
- (5) All partners will conduct social media outreach to promote the availability of medical and BH services and host awareness/resources events; and
- (6) A combination of partners will renovate existing spaces to establish community-wide hubs—following trauma-informed design—for increased accessibility of services, community resources, health information, referrals, linkage, and counseling.

1. **PROJECT OBJECTIVES:** The following are the portion of the overall project objectives that the CBO(s) will be responsible for or contributing to.

- **CHWs/Ps.** The CHWs/Ps will address Social Determinants of Health (SDoH) among patients by facilitating service coordination/navigation, transportation assistance, client-centered care, and face-to-face interactions with community members in settings that reflect their individualized healthcare needs. The CHWs/Ps will be trained with an emphasis in trauma-informed service principles and cultural competencies, including staff fluent in Spanish.
- **Transportation.** The CBO(s) will provide a patient vehicle-operated by the CBO and it's CHWs/Ps—to provide free patient transportation, increased linkage to local and regional services and act as a mobile telehealth access point. Ultimately, this transportation component is aimed at increasing patient access and utilization of medical, BH, enabling services, resources, and linkage to CHW/P services.
- **Mobile Telehealth Access.** We will leverage the vehicle, most likely a van, to provide mobile telehealth access to health and enabling services to increase the utilization of BH, primary, and specialty care services to remote, managed care/non-enrolled clients. These services will be provided with emphasis on prevention and treatment.
- **Social and Media Outreach.** Social and media outreach is meant to increase patient awareness of local and sometimes regional health, housing supports, and BH services available. We will promote the availability of medical/BH services and housing resources—including eligibility, hours of operation, documentation required for services, and transportation assistance options—through scheduled print/electronic media updates. Content creations and evaluation will primarily be the responsibility of another contractor. The CBO will work collaboratively with CAD, DHHS, and county social media consultants to cross-promote materials. An existing social media and media presence in the community is a necessary component.
- **Community Based Hubs.** CAD and DHHS will be working collaboratively to identify and develop community-based hub(s). The proposed hub(s) will help build stronger collaborative relationships and will allow (1) CHWs/Ps to conduct administrative/programmatic tasks, (2) residents to obtain information on available services and health referrals from CHWs/Ps, and (3) residents to receive linkage services from CHWs/Ps. This space will be located near the Access and Housing Coordinator to maximize interdepartmental collaborations. The CBO(s) will provide staffing to provide LICN services out of the hub. The goal is to establish collocated,

trauma-informed designed spaces to increase the accessibility of community services and resources. CBOs may propose to use their existing spaces, but the decision on where to establish hubs will be determined by CAD and DHHS.

### **Colusa County's Areas of Focus**

- Adults with complex health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services
- Assist adults with health and/or behavioral health conditions that have been released from incarceration
- Providing local-level care management
- Providing continuity of care
- Establishing linkages to enabling services

### **Colusa County Target Population**

Target population(s) for this program would include:

- i. Adults with or without children who are literally homeless and/or low-income individuals who are at risk of homelessness. These individuals may also utilize other supportive services; CalWorks, SSI, SSD, WIC, Employment services (WIOA), and other affordable housing (including Section 8).
- ii. Adults with mild-to-moderate and severe behavioral health challenges.
- iii. Adults involved with the Child Welfare System, Behavioral Health Department, housing services, and those recently released from incarceration that are at severe risk of homelessness. Additionally, people experiencing homelessness are more likely to be food insecure, struggle with substance use disorders, experience behavioral health challenges, and have difficulty accessing needed medical care.

### **3. PROPOSAL RESPONSE**

In the response to the request for proposal, the County is seeking a description of the Proposer's general qualifications and areas of specialty staff's experience as related to Paragraph 1 of the Scope of Work, Attachment 2. Specific costs and services proposed should be limited to the activities and timeline described in the Scope of Work Attachment 2 and the Work Plan and the Timeline outlined in the\_Colusa LICN Grant Application located at <https://www.countyofglenn.net/govt/bids>

The ideal candidate will already have a team that is ready or near ready (within 30-60 days) to implement services and is already providing similar work in the region.

#### **4. DESCRIPTION OF SERVICES**

As envisioned, the scope of work for this proposal will primarily consist of, but not necessarily be limited to the tasks included within Attachment 2 – Scope of Services to meet the objectives and tasks outlined in the Colusa LICN Application located at: <https://www.countyofglenn.net/govt/bids>

The services are expected to be performed by the selected service providers during the period of March 30, 2023 through June 30, 2025, but may be extended for up to three years based on availability of additional funding.

#### **5. PROPOSAL PROCESS**

##### **a) Period of Offer:**

Response to this proposal constitutes an irrevocable offer to the CAD to perform according to the proposal specifications and the proposed contract for a period of not less than 120 days from proposal opening.

##### **b) Proposers' Questions:**

Questions regarding the proposal should be submitted in writing or emailed by February 13, 2023, at 3:00 P.M. Questions will not be accepted by telephone, facsimile (FAX), or orally, the CAD reserves the right to decline a response to any question if, in the CAD's assessment, the information cannot be obtained and shared with all potential proposers in a timely manner. The CAD will post responses to questions to all proposers by February 18, 2023, on the County of Glenn website. Questions should be addressed to:

County of Glenn  
Community Action Department  
Attn: Robyn Nygard, Administrative Services Analyst  
345 Yolo Street  
Orland, CA 95963  
or emailed to: [gccadadmin@countyofglenn.net](mailto:gccadadmin@countyofglenn.net)

A summary of the questions submitted, including responses deemed relevant and appropriate by the CAD, will be provided to all potential proposers.

##### **c) Submission of Proposals:**

**Proposals must be received no later than 5:00 P.M., March 5, 2023.**

Proposals received after the 5:00 P.M. deadline shall not be considered. **Reliance on the United States Postal Service will not excuse late proposals.** Proposals must be signed by a duly authorized officer of the proposing organization, delivered along with all required documents, and plainly marked as follows:

County of Glenn  
Community Action Department  
Attn: Robyn Nygard, Administrative Services Analyst  
345 Yolo Street  
Orland, CA 95963

All proposals are final after the filing deadline. No adjustments shall be permitted after that time. Any proposal received after the exact time specified for receipt will not be considered unless it is received before an award is made, and it is determined by the CAD that the late receipt was due solely to mishandling by the CAD after receipt at the designated address. The only acceptable evidence to establish whether a proposal is late or meets the exception listed above, shall be the time of receipt at the CAD as determined by the date stamp of the CAD on the proposal wrapper or other evidence of receipt maintained by the CAD.

All costs of the proposal preparation shall be the responsibility of the Proposer.

All materials submitted in response to the proposal become the property of the CAD and may be returned only at the CAD's option and the proposer's expense.

The original and three (3) copies of the proposal package must be completed and submitted as outlined above.

Proposers must be aware that the submission of a proposal in response to this proposal shall create a contractual liability to perform according to the enclosed contract if the proposal is accepted by the CAD for the award of the contract.

Proposers will be required to conform to all applicable provisions of law and regulations.

**d) Proposal Review and Evaluation Criteria**

The CAD Director, selected County staff and selected interested professionals will evaluate the proposals to determine a proposer's responsibility and responsiveness.

A responsible proposer is one whose proposal substantially complies with all requirements of the proposal.

A responsible proposer is one who:

- Possesses the competency, experience and education required to perform the duties as enumerated in the Agreement (attached as Attachment 1) and Scope of Work (attached as Attachment 2).
- Has the ability to begin handling the workload given to the Proposer, via the CAD administrator by the Award Date or shortly thereafter, taking into consideration available expertise and any business commitments, and;



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- Has no record of unsatisfactory performance, lack of integrity, or poor business ethics, and;
- Is otherwise qualified and eligible to receive an award under applicable statutes and regulations, and;
- Has the experience of successfully performing similar services, and;
- Has articulated a comprehensible approach to completing the required work, and
- Has acceptable references.

Any proposal may be declared irregular and not considered for award of the contract if it is conditional, incomplete, or not responsive to the proposal, or contains any alteration of form or irregularity that would prevent it from being compared to other proposals.

The CAD reserves the right to waive any proposal irregularity; however, this will not relieve the Contractor from full compliance with the proposal requirements if awarded the contract.

The CAD reserves the right to reject any and all proposals, and to cancel the procurement process. The justification supporting the reason for any type of rejection shall be submitted to the proposer(s) in writing.

After review of all proposals and a recommendation for award of contract is made, all proposers shall be notified in writing of the recommendation.

Given that the expertise required for this proposal is highly specialized, the CAD reserves the right to negotiate a contract with the successful proposer including to further negotiate the proposed scope of work, method of delivery and amount of compensation.

**e) Contract Award:**

The contract award will not be based solely on price, but a combination of factors determined to be in the best interest of the CAD submitted by a responsive, responsible, and qualified proposer approved by CAD.

The contract shall not take effect until 12:01 AM on March 30, 2023, subject to approval by the Board of Supervisors.

Payment for services under any contract resulting from this proposal is dependent upon the availability of County, State, and Federal funding.

**f) Protests:**

Following notification to proposers of the recommendation for award of contract, protests may be submitted to the CAD regarding the proposal process and selection of the Contractor. Protests shall be received within ten (10) calendar days immediately following the recommendation to award a contract. The CAD shall consider any protest or objection regarding the award of the contract, providing it is submitted in the time period stated above.

Protests shall be in writing and shall be addressed to:

County of Glenn  
Community Action Department  
: Robyn Nygard, Administrative Services Analyst  
345 Yolo Street  
Orland, CA 95963  
or emailed to: [gccadadmin@countyofglenn.net](mailto:gccadadmin@countyofglenn.net)

Protests shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. The CAD shall respond in writing to the protestor within five (5) calendar days of the end of the protest period. The response shall include the final decision on the protest and the basis for the decision.

**6. TIMELINE FOR THIS PROPOSAL**

CAD has developed the following list of key events related to this proposal. All dates are subject to change at the discretion of the CAD.

Event	Date
Issuance of RFP	February 3, 2023
Deadline for RFP questions	February 13, 2023
Questions and answers posted	February 18, 2023
Deadline for proposal submission	March 5, 2023
Potential interview dates	March 10, 2023 through March 14, 2023
Notice of intent to award	March 20, 2023
Protest period	March 30, 2023
CAD response to protest	April 4, 2023
Contract Start Date	March 30, 2023
Contract End Date	June 30, 2025

**7. ATTACHMENTS**

ATTACHMENTS	DESCRIPTION
Attachment 1: Proposed Agreement	If selected, the Proposer submitting a proposal must sign an Agreement abiding by these terms and conditions.
Attachment 2: Scope of Services	If selected, the Proposer must perform and execute the items listed within the Scope of Work, and duties as assigned.
Attachment 3: Schedule of Fees	If selected, Proposer must provide and adhere to the Schedule of Fees, provided by the Proposer, and approved by the Glenn County Board of Supervisors.
Attachment 4: Business Associate Agreement	If selected, the Proposer must sign an Agreement regarding the Health Insurance Portability and Accountability Act (Business Associates Agreement Form).

**8. PROPOSAL CONTENTS**

The following information must be included in the proposal. A proposal lacking any of the following information may be deemed non-responsive:

- Title Page - the title page will include the following information:
  - Proposal title;
  - Date submitted;
  - Proposer’s name;
  - Identification of Proposer as individual, partnership, corporation, public agency, or joint venture of one or more of the preceding;
  - Proposer’s contact information (physical and electronic addresses, telephone, and fax);
  - Name and contact information (physical and electronic addresses, telephone, and fax) for the person or persons (if different than above) who will be authorized to make representations for the Proposer; and
- Signature of duly authorized representative.
  - If the proposal is made by a sole proprietor, it must be signed by the sole proprietor.
  - If the proposal is made by a partnership, it must be signed by a member of the partnership and include the name and address of each member of the partnership and include the name and address of each member.
  - If the proposal is made by a corporation, it must be signed by two officers of the corporation, consisting of one of each of the following: (1) chairman

of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, or assistant financial officer. If the proposal is made by a corporation and is signed by a person other than an officer, or by only one officer, there must be attached to the proposal satisfactory evidence that the person signing is authorized by the corporation to execute contracts and bind the corporation on its behalf (e.g., certified copy of a corporation resolution or copy of appropriate corporate bylaws).

If the proposal is made by a public agency, it must be signed by an individual authorized to make representations on behalf of the agency.

- Proposed method to complete the work as specified.

## **9. DESCRIPTION OF SERVICES TO BE PROVIDED**

### **a) Services:**

Provide a general description of the qualifications and areas of specialty staff's experience as related to Paragraph 1 of the Scope of Work, Attachment 2. Provide specific costs and services to meet the requirements described in Paragraph 2 of the Scope of Work, the Work Plan and the Timeline for Phase 1. Services listed in Attachment 2 of the final contract will be contingent upon program and department needs.

### **b) Organization and Staffing Plan:**

This section of the proposal should include information regarding the Proposer's proposed organizational structure, length of time in business, including experience, training, and credentials.

### **c) Reporting and Billing Requirements:**

Proposals must include a plan for maintaining case and billing information required for reporting and billing purposes.

### **d) Competency and Experience Requirements (Including Resumes of Any Key Staff)**

Qualifications and Resumes - Proposal must describe the proposer's knowledge of the requirements necessary to render these services and describe professional qualifications and experience, including the proposer's ability and experience in conducting the proposed activities. Resumes must demonstrate training and experience necessary to complete the proposed activities.

### **e) Methods and Outcomes:**

The Proposer must describe the methods that will be utilized to accomplish the proposed activities, and what deliverables are to be produced by the end of the

contract period. Specifically, the Proposer should outline what methods will be used to provide services that are: trauma-informed, culturally appropriate, obtain stakeholder engagement in the processes. Proposer should emphasize any relevant experience and may provide examples based on their experience with successfully completing similar or related activities.

**f) Acceptance of the Terms and Conditions:**

*Attachment 1, Proposed Agreement*, sets forth Terms and Conditions, Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An “exception” includes any addition, deletion, qualification, limitation, or other change. If exceptions are identified, the Proposer must provide an explanation or rationale for each exception and/or proposed change.

**g) Certifications, Attachments, and other requirements:**

Proposer may include copies of current business licenses, professional certifications, or other credentials, if applicable.

**10. COST PORTION OF PROPOSAL:**

The Proposer must specify the total maximum costs of services to the CAD for the time-period stated below:

**March 30, 2023 to June 30, 2025**

The cost proposal should include a schedule of fees for the services to be provided during Phase 2 of the CMSP project. See Attachment 2, Scope of Work, Paragraph 2 below and Section 2, Background Information, Work plan and Timeline for Phase I above. The cost proposal should also include the following costs of Proposer, and the method in which these costs will be charged .

- Travel (includes in-county and out-of-county travel)
- Training
- Insurance: These costs must reflect coverage levels as outlined in Attachment 1, Proposed Agreement, Paragraph 12.
- Overhead (includes rent, utilities, supplies, etc.)
- No facilities will be provided for the Proposer under this proposal. All office space will be the responsibility of the Proposer.
- Other unique costs as determined by Proposer.

***In-direct Costs/Overhead Expenses***

No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Indirect costs also include office expenses attributable to managing an office including photocopies, postage, telephone charges, utilities, facilities, educational materials, and general office supplies. Administrative and/or overhead expenses shall equal 10% or less of the total project expenditures.

**No LICN Program grant funds may be used for the lease/purchase of land, buildings, or new construction.** Only Equipment purchases, expansions of current facilities, and/or renovation or remodeling of current facilities already approved under the master application may be considered under this initiative.

**11. ADDITIONAL REQUIREMENTS**

Proposers should provide at least two current professional references.

Information for references must include the following:

- Organization name;
- Contact person name, address, and telephone number; and
- Dates that services were provided.

**12. EVALUATION OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. Proposals will be evaluated by an evaluation team to determine the Proposer's demonstrated ability to provide quality services. Proposals will be evaluated and ranked by score. The highest scoring participants may be set up for an interview (phone interviews permissible).

The CAD will evaluate submitted proposals on a 100-point scale using the criteria set forth in the table below. Although some categories are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for an award. The evaluation categories, maximum possible points for each category, and evaluation criteria for each category are set forth below:

CRITERION	MAXIMUM POINTS
<p><b>CBO QUALIFICATIONS and PROJECT PLAN</b></p> <p>1. A plan to provide comprehensive, high-quality services to the identified Colusa County residents, taking into consideration the Proposed Scope of Work and overall Project Implementation included in the grant application:</p> <p>2. Organization and Staffing Plan;</p> <p>3. Related experience, background and professional qualifications of the personnel that will be providing services and program administration;</p> <p>4. Complete and timely response to follow-up questions from the CAD regarding the proposal, if applicable.</p>	50
<p><b>PROJECT APPROACH:</b> Description of methods that will be utilized in accomplishing the proposed activities, and deliverables.</p> <p>a. Methods that will be used to obtain and maintain stakeholder engagement in the processes.</p> <p>b. Relevant experience with successfully completing similar or related activities.</p> <p>c. Methods for client engagement, including program materials, policies and trainings in alignment with trauma-informed and culturally relevant principles and addressing social determinants of health</p>	30
<p><b>COMMUNITY ENGAGEMENT</b></p> <p>Letters of Commitment/ Memorandums of Agreement with local partner agencies/stakeholders reflecting existing or developing partnerships that will support the work for this project</p>	10
<p>Reasonableness of cost proposal</p>	10

### **13. INTERVIEWS**

The CAD may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the CAD's offices in Orland, California. The CAD will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The CAD will notify eligible Proposers regarding interview arrangements.

### **14. RIGHTS**

The CAD reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar proposals in the future. This proposal is in no way an agreement, obligation, or contract and in no way is the CAD or Glenn County responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the CAD for official files and will become a public record.

### **15. CONFIDENTIAL OR PROPRIETARY INFORMATION**

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE. The CAD will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise and regardless of any statement in the proposal (a) purporting to limit the CAD's right to disclose information in the proposal, or (b) requiring the CAD to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

### **16. LIST OF ATTACHMENTS**

- Attachment 1 – Agreement Form
- Attachment 2 – Scope of Services
- Attachment 3 – Schedule of Fees
- Attachment 4 – Business Associates Agreement
- Attachment 5 – Project Assignment Form



**17. ATTACHMENT 1 – SAMPLE AGREEMENT**

AGREEMENT BETWEEN THE COUNTY OF GLENN, THROUGH ITS COMMUNITY ACTION  
DEPARTMENT AND CONTRACTOR OR CONSULTANT

FY 2022-2023

This Independent Contractor Agreement (“Agreement”) is made and entered into this *date* day of *month*, 2022, by and between Glenn County, a political subdivision of the State of California (“County”), and *name of Contractor* (“Contractor”).

RECITALS

A. County has determined that it is desirable to retain Contractor to provide *brief description of services to be provided*; and

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Contractor represents and warrants that Contractor is an independently established business entity formed as a *[sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation]*, that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and

E. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

AGREEMENT

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit “A” which is attached hereto (*attach Scope of Work as Exhibit A*) and incorporated herein by this reference which shall include *provide brief scope of work description* (“Services”).

2. Term. Services under this Agreement shall commence on *date*, and shall continue until *date*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be [*the Fixed price, Annual price, Monthly price or Hourly rate*] set forth in Exhibit "B" which is attached hereto (*attach Fee Schedule as Exhibit B*) and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *dollar amount in words* dollars (\$XXXXX.XX). The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Contractor shall submit invoices for services rendered during the preceding month. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. County's Representative. County hereby designates [*Name of County Representative*], or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than County's Representative or his or her designee.

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6. Contractor's Representative. Contractor hereby designates [*Name of Contractor's Representative*], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

*Department Contract Administrator*  
*Address*  
*Willows, California 95988*  
Telephone:

If to Contractor:

*Contractor Name*  
*Address*  
*City, State, Zip*  
Telephone:

Notice shall be deemed to be effective two days after mailing.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The

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Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

10. Ownership of Materials, Confidentiality, Photographs and Recordings.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media

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("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of County, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Contractor receive a subpoena or court order related to this Agreement or Services, Contractor shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Contractor shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

D. Infringement Indemnification. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

E. Photographs and Recordings. In performing the Services contemplated by this Agreement, Contractor may be given access to facilities, processes, events, and employees that are not otherwise accessible to the general public. In addition to the limitations set forth in paragraph C above, Contractor agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Contractor's officers,

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employees, representatives, agents, and subcontractors comply with this provision. Contractor further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

11. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if Contractor certifies that it has no employees).*

Contractor certifies that it has no employees: \_\_\_\_\_

Signature of Contractor

(iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. This provision may be waived by the Glenn County Administrative Officer.

Waived: \_\_\_\_\_

Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Glenn County Administrative Officer.

Waived: \_\_\_\_\_

Signature of County Administrative Officer

2. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, 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.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

B. Other Insurance Provisions.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

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(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and 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.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. 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.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the



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CGL policy listing all policy endorsements to County before work begins. 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 complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

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C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

14. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

C. The Services shall be performed by Contractor or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

17. Prevailing Wages.

A. Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other

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requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. Contractor acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. If the Services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

18. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

19. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

20. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the

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effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold County, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently \$50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

22. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

24. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

25. Employment Adverse to County. Contractor shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

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26. Conflict of Employment. Employment by Contractor of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with County, is prohibited.

27. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

28. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

29. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

30. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

31. Time of Essence. Time is of the essence for each and every provision of this Agreement.

32. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

33. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

34. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

35. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

36. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

37. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Contractor warrants that the individual who

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has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Contractor.

38. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

40. Required Federal Provisions. To the extent that any of the provisions of this section conflict with any other provision in this Agreement, the provisions in this section shall control. Contractor agrees to the following:

A. Default by Contractor/Breach of Contract. The County reserves the right to cancel at any time, any or all items not delivered as directed and within the time specified. In case of default by Contractor, the County may procure the goods or services from any source available and may charge the difference between the price named in the contract or purchase order and the actual cost thereof to the Contractor.

B. Termination for Cause and Convenience.

(i) Termination for Convenience. The County reserves the right to terminate this Agreement WITHOUT CAUSE and without penalty immediately after ten (10) days written notice, unless otherwise specified.

(ii) Termination for Default. In addition to any other remedies or rights it may have by law, the County may by written notice terminate this Agreement immediately and without penalty for Contractor's default, in whole or in part, at any time, if Contractor refuses or fails to comply with the provisions of this Agreement, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event, the County may purchase or otherwise secure materials, supplies, or services and, except as otherwise provided therein, Contractor shall be liable to the County for any excess costs occasioned thereby.

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C. Suspension and Debarment.

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

(ii) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

D. Procurement of Recovered Materials.

(i) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

E. Access to Records. The following access to records requirements apply to this Agreement:

(i) The Contractor agrees to provide the State of California, the County of Glenn, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

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(iv) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

F. Changes in Contract. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the County, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties, shall be binding. The County will not compensate Contractor for goods not authorized by written Change Order. The County shall have the right to revoke, amend, or modify this order at any time by issuance of a written Change Order. Contractor's failure to respond within ten (10) days to a written Change Order shall constitute Contractor's acceptance of the change without price or other adjustment.

G. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall not use the County seal(s), logos, crests, or reproductions of badges or likenesses of County officials without specific County pre-approval.

H. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

I. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

K. Byrd Anti-Lobbying Amendment. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING



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Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

L. Clean Air Act and the Federal Water Pollution Control Act (Projects over \$150,000).

Clean Air Act:

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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(iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(i) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

M. Equal Employment Opportunity (Construction Projects). During the performance of this contract, the contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the County may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

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N. Compliance with Davis-Bacon Act (Construction Projects).

(i) All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R.pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(ii) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(iii) Additionally, contractors are required to pay wages not less than once a week.

O. Compliance with Copeland Anti-Kickback Act (Construction Projects over \$200,000)

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

P. Compliance with Contract Work Hours and Safety Standards Act 29 C.F.R. § 5.5(b) (Contracts Over \$100k+ Mechanics/Laborers).

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (P)(i) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (P)(i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (P)(i) of this section.

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(iii) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (P)(ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (P)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (P)(i) through (iv) of this section.

**Q. Rights To Inventions Made Under A Contract Or Agreement (Funding Agreement).**

(i) Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

(ii) Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(iii) Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

COUNTY OF GLENN

CONTRACTOR

By: \_\_\_\_\_  
*Scott De Moss*  
Glenn County Administrative Officer

By: \_\_\_\_\_  
Authorized Representative  
Title: Name/Position of firm officer

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By: \_\_\_\_\_  
Christine Zoppi, Director  
Community Action Department

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel, Glenn County

COMMUNITY ACTION DEPARTMENT:

Approved by Admin Manager: \_\_\_\_\_  
Approved by Fiscal Manager: \_\_\_\_\_  
Approved by Program Manager: \_\_\_\_\_  
Approved by CAD Sr. Manager: \_\_\_\_\_

\_\_\_\_\_

Exhibits:  
Exhibit A – Scope of Work  
Exhibit B – Fee Schedule

**18. ATTACHMENT 2 – SCOPE OF WORK EXHIBIT A**

**Contractor will provide:**

1. Trained and equipped staff to provide services equivalent to a .25FTE Program Manager, .5FTE Program Coordinator, and 2 FTEs Community Health Workers/Promotores (CHWs/Ps) (All positions will be employees of CBO and CBO will be responsible for all staffing related costs, including workers comp, benefits)
2. Colusa Connections (CC) Training (Program components, delivery systems, best practices, etc.)
3. Collaboration with lead entities on the identification and use of data management software
4. Staff and equip partner locations (Combined effort with other partners)
5. Equipped vehicle(s) (van), including equipment necessary to perform mobile telehealth
6. Provide coordinated transportation services, working with CAD to establish transportation procedures and a scheduling platform
7. Staff trained for transportation program
8. Launch CC (CHW/P Program component) that includes advocacy, transportation, navigation, referrals, mobile telehealth access, and outreach provided to clients
9. CHW/P's provide services to local indigent community members.
10. Launch transportation and mobile telehealth/service access program
11. Data collection on client activities that will be shared through monthly reporting/collection through all 3 years of project
12. Work with partners to make recommended adjustments from evaluation data
13. A coordinator to support CAD in semiannual CMSP reporting
14. Distribution and replenishment of Communication/outreach materials
15. Staff facilitation of and participation in CC stakeholder meetings
16. Staff participation in sustainability planning and implementation

**CBO Recommended Staff Roles and Responsibilities:**

***(.25 FTE) Program Manager*** role/responsibilities: *will negotiate service agreements, execute high-level administrative tasks, adopt developed protocols, policies, and procedures, provide staff supervision and project oversight, quality assurance, resolve escalating issues and/or concerns, quality improvement and be the main point of contact for CAD project sponsor/evaluator and Colusa County Executive Champion.*

***(0.5FTE) Program Coordinator*** role/responsibilities: *will be responsible for the program development, direct supervision of client-facing personnel (CHWs/Ps), work in close coordination with the CAD project manager and Colusa County implementation project manager, provide brief client services/interventions for complex cases, monitor data collection, compile reports for CAD evaluation, mitigate day to day, develop protocols, policies and procedures, audit services, and ensure open and continuous communication to all key partners and stakeholders.*

***2 FTE CHWs/Ps*** role/responsibilities: *provide community/home outreach, advocacy, education, linkage/navigation, transportation, care coordination, create telehealth/service mobile access points, data input, and direct client services.*

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**Work plan and Timeline**

<u>Activity</u>	<u>Deliverables</u>	<u>Dates</u>
Complete contracting process between CBO(s) and County	Approved Scope of Work and Contract	Qtr 1 2023
Collaborate with key partners on Community Health Workers/ Promotor de Salud (CHW/P) roles within their organization	MOU's between CBO's and other partner organizations	Qtr 1 2023
Strategize, develop, and print communications/outreach materials to promote Community Health Workers/ Promotor de Salud (CHW/P)	Communications/Outreach materials	Qtr 2 2023
Obtain and equip vehicle to transport clients and act as mobile telehealth unit	Equipped Van	Qtr 2 2023
Launch CHW/P Program components which Include: <ul style="list-style-type: none"> <li>• Advocacy</li> <li>• Transportation</li> <li>• Navigation</li> <li>• Referrals</li> <li>• Mobile Telehealth Access</li> <li>• Outreach</li> </ul>	Program Brochures outlining all program components offered	Qtr 2 2023
CHW/P begin to work with clients		End of Qtr 2 2023
CHW/Ps begin to work out of Hub / Sites once location enhancements are complete.		By the end of 2023
<u>Reports</u> CBO(s) will provide regular summary, Semi-Annual detailed reports, and one final report of work accomplished on a schedule that is to be determined.	Summary update reports and semi-annual detailed reports	Throughout project Schedule TBD
CBO(s)' Final Report to Support final funder report		June 30, 2025



**19. ATTACHMENT 3 – SCHEDULE OF FEES**

**Exhibit B  
Schedule of Fees**

Over three years, the total cost shall not exceed \$446,091 for the community-based organization (CBO) subcontract. This includes any overhead or indirect service costs. Indirect service costs not to exceed \$10%. *Yearly Breakdown As Allocated:*

**Year 1** \$182,941 **Year 2** \$127,248 **Year 3** \$135,902

Costs/Fees shall be adequate to provide the needed staffing capacity:

**.25 FTE Program Manager**

**.5 FTE Program Coordinator**

**2 FTE CHWs/Ps**

**Equipment:** May include costs to purchase a vehicle. The recommended vehicles used to provide services should be unmarked, preferably a minivan or passenger van. The vehicle will be used for client transportation to enable services, non-medical appointments, telehealth access sites, and related support services. Transportation vehicles will serve a dual purpose and act also as a remote telehealth access point to unincorporated areas where internet or resources may be a barrier to care. May also include equipment and necessary supplies to provide mobile telehealth services.

**Other:** Adequate insurance to cover commercial transportation of clients.

Please incorporate the following budget format into proposal:

<b>Category and Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
<i>Personnel</i>				
<i>Travel/Transportation</i>				
<i>Equipment</i>				
<i>Van</i>				
<i>Other</i>				
<b>Yearly Totals</b>				

Proposer to recommend invoicing method and schedule.

## **20. ATTACHMENT 4 – BUSINESS ASSOCIATE AGREEMENT**

### **Exhibit C**

## **GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT**

*[This addition to the contract is required for every contract in which the service contracted for involves the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which client's Protected Health Information could at some point be used or disclosed to the contractor.]*

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract ("Contract").

The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services and other applicable laws.

As part of the HIPAA Regulations, the Privacy and Security Rules require the County enter into a contract containing specific requirements with its Business Associates prior to disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

### ***DEFINITIONS***

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms used in the above referenced regulations.

### ***OBLIGATIONS OF BUSINESS ASSOCIATE***

1. **Compliance:** Business Associate shall comply with, and assist the County in complying with the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164). Business Associate shall further comply with, and assist the County in complying with the Health Information Technology for Economic and Clinical Health Act (including but not limited to 42 U.S.C. 17921 "HITECH").
2. **Independent Contractor:** It is specifically and expressly understood between the parties that the Contract and this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Contract and Agreement, an independent contractor. Contractor agrees that he is not, and will not

become, an employee, partner, agent, or principal of County while this Agreement is in effect.

3. **Permitted Uses and Disclosures:** Business Associate shall not use or disclose protected health information (PHI) except for the purpose of performing Business Associate's obligations under the Contract, as permitted under the Contract and Agreement, and as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
4. **Prohibited Uses and Disclosures:** Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Except as otherwise required by law, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with prior written consent of the County and as permitted by the HITECH Act. However, this prohibition shall not affect payment by the County to Business Associate for services provided pursuant to the Contract.
5. **Appropriate Safeguards:** Business Associate shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of the County, from use or disclosure other than as provided for by this Agreement. Business Associate shall comply with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall also comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.
6. **Report of Improper Access, Use, or Disclosure:** Business Associate shall report to the County any access, use, or disclosure of the PHI not permitted by this Agreement, including but not limited to security incidents of which the Business Associate becomes aware.
7. **Business Associate's Agents:** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created, or received by Business Associate on behalf of the County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
8. **Access to PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, provide access to PHI maintained by the Business Associate, or its agents or subcontractors, in a Designated Record Set. This PHI will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an Electronic Health Record (EHR), Business Associate shall provide such information in electronic format to enable the County to fulfill its obligations under the HITECH Act.

9. **Amendment of PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, make any amendment(s) to PHI maintained in a Designated Record Set that the County directs, pursuant to 45 CFR 164.526, at the request of the County or an Individual. If any individual requests an amendment of PHI directly from the Business Associate, or its agents or subcontractors, Business Associate must, within five (5) days of the request, notify the County in writing. Any approval or denial of amendment to PHI maintained by the Business Associate, or its agents or subcontractors, shall be the responsibility of the County.
10. **Accounting Rights:** Business Associate shall, within ten (10) days of notice by the County, make available to the County information required to provide an accounting of disclosures to enable the County to fulfill its obligations under section 164.528 of the Privacy Rule and the HITECH ACT. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate, and its agents or subcontractors, for at least six (6) years prior to the request.
  - a. If Business Associate uses or maintains an EHR with respect to PHI (1) the exception for tracking disclosures of PHI related to treatment, payment or health care operation purposes no longer applies and (2) information relating to disclosures are required to be collected and maintained for only three (3) years prior to the request. This only applies to the extent the Business Associate uses or maintains an EHR.
  - b. In the event that the request for an accounting is delivered directly to the Business Associate, or its agents or subcontractors, Business Associate shall within five (5) days of a request, forward it to the County in writing. It shall be the County's responsibility to prepare and deliver any such accounting requested.
  - c. At a minimum, the information collected and maintained shall include: (1) the date of the disclosure; (2) the name of the entity or person; (3) a brief description of PHI disclosed; and (4) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or in lieu of such statement, a copy of the individual's authorization, or a copy of the written request for disclosure.
11. **Government Access:** Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of determining compliance with the Privacy Rule. Business Associates shall provide to the County a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such information to the Secretary.
12. **Minimum Necessary:** Business Associate, and its agents or subcontractors, shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

13. **Breach Pattern or Practice by Covered Entity:** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services. The Business Associate shall provide written notice to the County of any pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement within twenty-four (24) hours of discovery and shall meet with the County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
14. **Notification of Breach:** During the term of the Contract, Business Associate shall notify the County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which the Business Associate becomes aware and or any actual use or disclosure of data in violation of any applicable federal or state laws or regulations. This notice shall include, to the extent possible, the identification of each individual whose PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during the breach. Business Associate shall provide the County with any other available information that County is required to include in the notification to the affected individuals. Business Associate shall take (1) prompt corrective action to cure any such deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulation.
15. **Mitigation:** Business Associate shall mitigate, to the extent practical, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### **TERMINATION**

16. **Material Breach:** A breach by Business Associate of any provision of this Agreement, as determined by County, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract by the County.
17. **Judicial or Administrative Proceedings:** The County may terminate the Contract, effective immediately, if (1) 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 (2) 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 proceedings in which the party has been joined.

18. **Termination for Convenience:** County may terminate this Agreement at any time at its pleasure upon giving thirty (30) days written notice.
19. **Effect of Termination:** Except as provided in subparagraph A of this section, upon termination of the Contract for any reason, Business Associate shall, at the option of the County, return or destroy all PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractor or agents of the Business Associate.
  - a. If return or destruction is not feasible, as determined by the County, Business Associate shall continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate, or any of its agents or subcontractors, maintain such PHI.
  - b. If the County elects destruction of the PHI, Business Associate shall certify in writing to the County that such information has been destroyed.

#### ***AMENDMENT***

20. **Amendment to Comply with Law:** The parties acknowledge that state and federal law relating to data security and privacy are rapidly evolving and that amendment of the Contract or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT, the Privacy Rule, the Security Rule, or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event (1) Business Associate does not promptly enter into negotiations to amend the Contract or Agreement when requested by County pursuant to this Section or (2) Business Associate does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

SIGNATURES ON FOLLOWING PAGE

**RFP Title: LICN Direct Client Services Contractor**  
**RFP No.: 2023-02**

**COUNTY:**  
Health and Human Services Agency

**BUSINESS ASSOCIATE:**  
Contractor

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Christine Zoppi

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

Title: Director

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William J. Vanasek, County Counsel  
Glenn County, California

The wording of this attachment,  
unless modified, is approved by  
Tami Hanni  
HIPAA Privacy and Security Officer  
Glenn County