



**Department of Health and Human Services
COUNTY OF HUMBOLDT**

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COUNTY OF HUMBOLDT

Request for Proposals No. DHHS2022-01

Tobacco-Free Humboldt Program

**Humboldt County, California
Issued: March 15, 2022**

Proposals Due: April 12, 2022 (received by 4:00 p.m.)

**Humboldt County Department of Health and Human Services
507 F Street
Eureka, California 95501**

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TOBACCO-FREE HUMBOLDT PROGRAM**

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1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Health and Human Services – Public Health.
- C. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract awarded to the Successful Proposer regarding the provision of certain specified professional consulting services that are designed to monitor, evaluate and support the implementation and operation of the Tobacco-Free Humboldt Program in accordance with any and all applicable provisions of the amended Local Leadership Agency Comprehensive Tobacco Control Guidelines issued by the California Department of Public Health on April 30, 2021.
- D. **Program Guidelines.** As used herein, the term “Program Guidelines” refers to the amended Local Leadership Agency Comprehensive Tobacco Control Guidelines issued by the California Department of Public Health on April 30, 2021, as may be further amended from time to time.
- E. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals to provide certain specified professional consulting services that are designed to monitor, evaluate and support the implementation and operation of the Tobacco-Free Humboldt Program in accordance with any and all applicable provisions of the amended Local Leadership Agency Comprehensive Tobacco Control Guidelines issued by the California Department of Public Health on April 30, 2021 for a quantified sum of money.
- F. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency or organization submitting a Proposal in response to this Request for Proposals.
- G. **Services.** As used herein, the term “Services” refers to certain specified professional consulting services that are designed to monitor, evaluate and support the implementation and operation of the Tobacco-Free Humboldt Program in accordance with any and all applicable provisions of the amended Local Leadership Agency Comprehensive Tobacco Control Guidelines issued by the California Department of Public Health on April 30, 2021.
- H. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the individual, agency or organization that the County selects to enter into a final Professional Services Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Proposals have been completed.

1.2 Abbreviations:

- A. **C.F.R.** As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations.

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- B. **DHHS – Public Health.** As used herein, the abbreviation “DHHS – Public Health” refers to the Public Health division of the Humboldt County Department of Health and Human Services.
- C. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of certain specified professional consulting services that are designed to monitor, evaluate and support the implementation and operation of the Tobacco-Free Humboldt Program in accordance with any and all applicable provisions of the amended Local Leadership Agency Comprehensive Tobacco Control Guidelines issued by the California Department of Public Health on April 30, 2021.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt (“County”), by and through its Department of Health and Human Services – Public Health (“DHHS – Public Health”), is issuing this Request for Proposals (“RFP”) to solicit Proposals from qualified individuals and organizations to provide certain specified professional consulting services (“Services”) that are designed to monitor, evaluate and support the implementation and operation of the Tobacco-Free Humboldt Program in accordance with any and all applicable provisions of the amended Local Leadership Agency Comprehensive Tobacco Control Guidelines issued by the California Department of Public Health on April 30, 2021 (“Program Guidelines”). The Successful Proposer must have the ability to provide qualified and experienced staff to perform Services equivalent to those set forth in this RFP. This RFP is a non-binding solicitation and may be canceled by the County at any time.

2.2 Program Objectives and Priorities:

The Tobacco-Free Humboldt Program is a local comprehensive tobacco control program that is designed to support the California Tobacco Control Program, and other statewide tobacco-use prevention and quit-smoking programs, in Humboldt County. It is expected that implementation of the Tobacco-Free Humboldt Program will reduce the use and availability of tobacco by bringing local citizens and organizations with tobacco-control expertise together to provide support for local tobacco control activities.

The Tobacco-Free Humboldt Program furthers the purposes of Sections 104375, *et seq.* of the California Health and Safety Code. The Program Guidelines establish specific terms, conditions, procedures and requirements that govern the implementation and operation of the Tobacco-Free Humboldt Program. Proposers are expected to review the Program Guidelines, and other related materials, which can be accessed online at [Tobacco Control Evaluation Center \(ucdavis.edu\)](http://Tobacco Control Evaluation Center (ucdavis.edu)) prior to submitting a Proposal in response to this RFP, in order to ensure consistency with the purposes, objectives and priorities set forth therein.

2.3 Overview of Selection Process:

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated by the County to identify the Proposer that is best qualified to provide Services equivalent to those set forth herein. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFP, a final Professional Services Agreement pertaining to the provision of Services equivalent to those set forth herein will be awarded to the Successful Proposer. It is anticipated that the final Professional Services Agreement resulting from this RFP process will begin on June 7, 2022 and expire on June 30, 2025, unless sooner terminated as set forth therein or extended through duly executed written amendments thereto.

3.0 PRELIMINARY SCOPE OF SERVICES:

3.1 Outline of Anticipated Services:

The outline of anticipated Services presented herein is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise scope of Services that will be incorporated into the final Professional Services Agreement resulting from this RFP process shall be the subject of negotiations between the County and the Successful Proposer.

- A. **Provision of Administrative Services.** The Successful Proposer will be required to provide, in accordance with any and all applicable, local, state and federal laws, regulations, policies, procedures, guidelines and standards, administrative services that are designed to evaluate and monitor the success of the Tobacco-Free Humboldt Program. The types of administrative services that the Successful Proposer will be required to provide pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall include, without limitation, all of the following:
1. Developing an evaluation plan which defines the methods that will be utilized to evaluate the success of the Tobacco-Free Humboldt Program during the period of June 7, 2022 through June 30, 2025.
 2. Developing program evaluation and data collection procedures that are based on sound evaluation and measurement principles in order to ensure the reliability and validity of the data collected for each evaluation activity set forth in the evaluation plan developed pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
 3. Conducting data collection logistics planning, including, without limitation, developing a database for the storage of online and/or handheld program data collected for each evaluation activity set forth in the evaluation plan developed pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
 4. Conducting key informant interviews, pre-training and post-training assessments, focus groups, observation surveys, public opinion surveys, coalition satisfaction surveys, policy reviews, consumer testing and other methods that are designed to collect data for each evaluation activity set forth in the evaluation plan developed pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
 5. Processing, preparing and analyzing data collected for each evaluation activity set forth in the evaluation plan developed pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
 6. Preparing, in collaboration with County staff, interim and final evaluation reports, which interpret the results of each evaluation activity set forth in the evaluation plan developed pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process and provide recommendations that are intended to improve the overall success of the Tobacco-Free Humboldt Program.
- B. **Provision of Training Services.** The Successful Proposer shall be required to conduct trainings, and/or provide technical assistance, regarding the program evaluation and data collection activities and procedures developed pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.

3.2 **Project Development and Coordination:**

The County expects that the Successful Proposer will work together with DHHS – Public Health to plan, organize and coordinate information pertaining to, the provision of Services equivalent to those set forth in this RFP, including, without limitation, attending monthly meetings with County staff regarding evaluation plan development and implementation. The Successful Proposer will also be expected to maintain timely and regular communication with DHHS – Public Health throughout the term of the Professional Services Agreement resulting from this RFP process.

4.0 **REQUIREMENTS STATEMENT:**

4.1 **Eligibility Requirements:**

- A. **Mandatory Qualifications.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposers must have extensive knowledge of, and the ability to comply with, any and all local, state and federal laws, regulations, policies, procedures, guidelines and standards applicable to the provision of Services equivalent to those set forth in this RFP, including, without limitation, any and all educational, experience and registration requirements set forth in the Program Guidelines
 2. Proposers must possess, or have the ability obtain, any and all resources necessary to provide Services equivalent to those set forth in this RFP.
 3. Proposers must employ an adequate number of qualified professional staff to ensure the efficient and effective provision of Services equivalent to those set forth in this RFP.
 4. Proposers must possess adequate documentation that any and all personnel that will be responsible for providing Services pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process have completed any and all required criminal background checks, drug screens and other related processes in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards.
 5. Proposers must not have a record of unsatisfactory performance, illegal activity, lack of integrity or poor business ethics.
 6. Proposers must have the ability to adjust their data collection, reporting and audit practices in order to meet the requirements set forth in this RFP.
- B. **Preferred Qualifications.** Proposals which demonstrate that all, or a portion, of the following conditions have been satisfied will be given preference over those that do not:
1. The Proposer has the ability to start providing Services equivalent to those set forth in this RFP on or before June 7, 2022.
 2. The Proposer has extensive experience implementing evidence-based practices in relation to the provision of Services equivalent to those set forth in this RFP.

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3. The Proposer has extensive knowledge of the billing and organizational productivity requirements and standards applicable to the provision of Services equivalent to those set forth in this RFP.

C. **Registration, Licensure, Certification and Accreditation Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must be registered in the California Tobacco Control Program Local Program Evaluator Directory, and in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements, at the time of contract execution.

4.2 **Performance Standards:**

A. **General Duties and Obligations of the Successful Proposer.**

1. The Successful Proposer shall ensure that Services required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP are provided by qualified, efficient and discreet employees in strict accordance with any and all applicable local, state and federal, laws, regulations, policies, procedures, guidelines and standards, as well as any and all instructions provided by DHHS – Public Health.
2. The Successful Proposer shall have the sole responsibility of paying the salaries, taxes and all other expenses relating to all staff and personnel employed thereby. Any and all staff and personnel responsible for providing Services pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be employed by, and subject to the direct supervision and control of, the Successful Proposer.
3. The Successful Proposer shall be available to confer with DHHS – Public Health staff regarding the provision of Services pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.

B. **Confidentiality Requirements.**

1. The Successful Proposer shall not access any confidential personally identifiable information, except as is absolutely necessary in the course of providing Services pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
2. The Successful Proposer shall not disclose, except as required by law, any confidential personally identifiable information obtained through the provision of Services pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
3. The Successful Proposer shall not access any confidential proprietary information or records, including, without limitation, information which concerns DHHS – Public Health’s treatment methods, operations and costs, except as absolutely necessary in the course of providing Services pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
4. The Successful Proposer shall not disclose, use or copy any confidential proprietary information obtained through the provision of Services pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process without first obtaining DHHS – Public Health’s express written consent.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Standard Time. The County hereby reserves the right to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustment to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
RFP Issued by County:	March 18, 2022
Deadline for Submission of Written Questions:	March 29, 2022
Deadline for Responses to Questions:	April 5, 2022
Deadline to Submit Proposals:	April 12, 2022, 4:00 p.m.
Proposer Interviews and Presentations, if necessary:	April 19, 2022
Completion of Proposal Evaluation and Selection Process:	April 22, 2022
Completion of the Contract Development Process:	May 13, 2022
Recommendation of Award to Board of Supervisors:	June 7, 2022
Start Date of the Professional Services Agreement:	June 7, 2022

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission:

Proposers shall prepare and submit (1) original Proposal and one (1) electronic copy thereof, in PDF format on a USB flash drive, by **4:00 p.m. Pacific Standard Time, April 12, 2022**. Proposals shall be signed by an authorized representative of the Proposer and placed in a sealed envelope clearly marked as “**RFP No. DHHS2022-01**” along with the name and address of the Proposer and the closing date and time for submission of Proposals. Proposals that are unsigned, or signed by an individual not authorized to bind the Proposer, will be rejected. Proposals shall be mailed to the following address:

COUNTY: Humboldt County DHHS – Contract Unit
Attention: Carol Martinez, Administrative Analyst
507 F Street
Eureka, California 95501

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened. Additionally, time is of the essence, and any Proposal received after the above-referenced date and time for submittal, will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes the County from extending the deadline for submission of Proposals, or from requesting additional information at any time during this RFP process.

6.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the deadline for submission of Proposals by submitting written notification of withdrawal signed by an authorized representative of the Proposer. Proposals will become the County’s property after the submission deadline has passed.

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6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted before the designated deadline for submission of Proposals in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline.

6.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make any and all investigations necessary to ascertain its ability to comply with the requirements set forth in this RFP. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to make such investigations will not relieve the Successful Proposer from the obligation to comply with all of the requirements set forth in this RFP. A Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

6.5 Public Records and Trade Secrets:

Any and all Proposals and materials submitted in response to this RFP shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws, regulations and standards. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "Proprietary Information" at the top of the page in at least one-half (0.5) inch letters. Specifically identified proprietary information, will not be released, if the Proposer agrees, in writing, to indemnify and defend the County in any action brought to disclose such information. By submitting a Proposal in response to this RFP, the Proposer agrees that the County's failure to contact the Proposer prior to the release of proprietary information contained therein will not be a basis for liability by the County, or any employee thereof.

6.6 Conflict of Interest:

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been retained to assist in procuring the final Professional Services Agreement resulting from this RFP process, nor that any such person will be employed in the performance of such Professional Services Agreement without immediate divulgence of such fact to the County.

6.7 Expenses Incurred in Preparing Proposals:

The County shall not accept any responsibility for, or pay any costs or expenses associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal. Such expenses are to be borne exclusively by the Proposer.

6.8 Right to Reject Proposals:

The County hereby reserves the right to reject any and all Proposals submitted in response to this RFP or to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection.

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7.0 REQUIRED FORMAT OF PROPOSALS:

7.1 General Instructions and Information:

- A. Content Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments.
 2. Proposals must be submitted by a single Proposer. Collaborative and/or multi-agency Proposals will not be considered for award.
 3. Proposals must be complete and specific unto themselves. For example, “*See Enclosed Manual or Brochure*” will not be considered an acceptable response.
 4. Proposals must contain information which enables the County to properly evaluate the Proposer’s ability to provide Services equivalent to those set forth in this RFP.
 5. Proposals must contain information which enables the County to properly evaluate the Proposer’s ability to comply with the requirements set forth in this RFP.
 6. Any and all information, statements, letters and other documentation and attachments required by this RFP must be included in the Proposal.
 7. Receipt of all Addenda to this RFP, must be acknowledged on the Signature Affidavit sheet attached to the original Proposal and the electronic copy thereof.
- B. Presentation Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposals must be bound or contained in loose leaf binders. However, costly bindings, color plates and glossy brochures are not necessary or recommended.
 2. Proposals must be uniformly typed in twelve (12) point font on standard eight and one-half (8.5) by eleven (11) inch white paper, single or double sided, with each section and subsection clearly titled, each page consecutively numbered, including all attachments and each page having one (1) inch margins.
- C. Formatting Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall consist of all of the following sections:
- 1.0 Introductory Letter
 - 2.0 Table of Contents
 - 3.0 Signature Affidavit
 - 4.0 Professional Profile
 - 5.0 Project Description
 - 6.0 Cost Proposal
 - 7.0 Supplemental Documentation
 - 8.0 References

- 9.0 Evidence of Insurability and Business Licensure
- 10.0 Exceptions, Objections and Requested Changes
- 11.0 Required Attachments

7.2 Introductory Letter:

The introductory letter shall, in one (1) page or less, describe the Proposer’s qualifications, experience and vision regarding the provision of Services equivalent to those set forth in this RFP. The introductory letter must also provide the Proposer’s contact information, including, without limitation, the name, address and telephone number of a representative that is authorized to communicate with the County on behalf of the Proposer.

7.3 Signature Affidavit:

Each Proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 Table of Contents:

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 11.0, and any subsections thereof, in the order listed above, with sequential page numbers.

7.5 Professional Profile:

Proposals shall include a clear and concise narrative that identifies the Proposer’s ability to provide Services equivalent to those set forth in this RFP.

A. Organization Overview. The professional profile must contain an overview of the structure and operation of the Proposer’s organization, which includes, at a minimum, all of the following information:

1. The Proposer’s organization name, physical location, mission statement, accreditation, certification and/or licensure status, legal organizational status, such as sole proprietorship, partnership, corporation or limited liability company, current staffing levels and overall budget.
2. A detailed description of the Proposer’s current and previous business activities, including, without limitation:
 - a. The history of the Proposer’s organization, including the date when the organization was founded and how innovation and high quality performance is fostered thereby.
 - b. The total number of years the Proposer has been operating under the present organization name, and any prior organization names under which the Proposer has provided Services equivalent to those set forth in this RFP.
 - c. The number of years the Proposer has been providing Services equivalent to those set forth in this RFP.

- d. The total number of government agencies for which the Proposer has provided Services equivalent to those set forth in this RFP.
3. A detailed description of any litigation regarding the provision of Services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to the provision of services pursuant to the terms and conditions of public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state and/or federal regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Proposer has in any other organizations, or whether the Proposer's organization is owned or controlled by any other organizations. If the Proposer does not hold a controlling or financial interest in any other organizations, that must be stated.
- B. Overview of Qualifications and Experience.** The professional profile must contain an overview of the Proposer's qualifications and experience regarding the provision of Services equivalent to those set forth in this RFP, which includes, at a minimum, all of the following information:
1. Identification of the Proposer's management team, key personnel and subcontractors that will be responsible for providing Services equivalent to those set forth in this RFP, including, without limitation, any and all applicable organizational charts, tables and/or diagrams.
 2. A detailed description of the qualifications and experience of key personnel and subcontractors that will be responsible for providing Services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses, certifications and experience with other governmental agencies.
 3. A detailed description of the Proposer's overall experience regarding the provision of Services equivalent to those set forth in this RFP, which includes specific examples of the outcomes and successes of such Services.
 4. A detailed description of the Proposer's overall experience implementing evidence-based practices in relation to the provision of Services equivalent to those set forth in this RFP.
 5. A detailed description of the Proposer's overall knowledge of the legal, billing, organizational productivity and other procedural requirements and standards applicable to the provision of Services equivalent to those set forth in this RFP.
 6. A detailed description of how the Proposer's qualifications and experience will help meet the County's objective of monitoring, evaluating and supporting the implementation and operation of the Tobacco-Free Humboldt Program in accordance with any and all applicable provisions of the Program Guidelines.

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7.6 **Project Description:**

Proposals shall include a clear and concise project description, which identifies the Proposer's ability to comply with the requirements set forth in this RFP.

A. **Description of Services.** The project description must contain an overview of the Services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process, which includes, at a minimum, all of the following information:

1. A detailed description of any and all Services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
2. A detailed description of the manner in which Services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process, including, without limitation, any and all evidence-based practices that will be utilized.
3. A detailed description of the processes that will be utilized to track and monitor the Services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
4. A detailed description of the processes that will be utilized to ensure that the evaluation plan developed pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process is consistent with the requirements set forth in the Program Guidelines and any other applicable local, state and federal laws, regulations, policies, procedures and standards.
5. A detailed description of any procedural techniques that the Proposer believes may add value to the Services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.

B. **Quality Assurance Capabilities.** The program description shall include an overview of the Proposer's policies and procedures regarding quality control, which includes, at a minimum, all of the following information:

1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of Services equivalent to those set forth in this RFP.
2. A detailed description of the processes that will be utilized to ensure that Services equivalent to those set forth in this RFP are provided in accordance with the requirements set forth in the Program Guidelines and any other applicable local, state and federal laws, regulations, policies, procedures and standards.
3. A detailed description of the specific management strategies that will be utilized to assure satisfactory performance of Services equivalent to those set forth in this RFP.
4. A detailed description of how the availability of key personnel, and the expected communication channels between the Proposer and DHHS – Public Health, will ensure that Services equivalent to those set forth in this RFP will be performed to the County's

satisfaction, including, without limitation, how potential problems and/or disputes will be resolved in a timely and effective manner.

7.7 **Cost Proposal:**

- A. **Price Quotes.** Proposals shall include an itemized list of any and all costs and expenses associated with the provision of Services equivalent to those set forth in this RFP. Cost information should be presented in a form that is substantially similar to the Cost Proposal Form that is attached to this RFP as Attachment B – Cost Proposal Form and incorporated herein by reference as if set forth in full. In addition to the above-referenced cost information, Proposals should also include a detailed explanation of how the costs and expenses in each budget line item were estimated and the justification for such costs and expenses.
- B. **General Instructions and Requirements.** The following is an outline of the general information and requirements applicable to price quotes:
1. Price quotes shall be valid for a minimum of one hundred eighty (180) days from the Proposal submission deadline of April 12, 2022.
 2. Price quotes shall include any exceptions, deviations and clarifications pertinent to the provision of Services equivalent to those set forth in this RFP that may assist in the evaluation of such price quotes.
 3. The total budget set forth in the price quote shall not exceed any local, state or federal maximum allowances applicable to the provision of Services equivalent to those set forth in this RFP.

7.8 **Supplemental Documentation:**

Proposals shall include any and all documents that will assist the County in evaluating the Proposer's ability to comply with the requirements set forth in this RFP, including, without limitation, any and all administrative policies, procedures and best practices that will be used to facilitate the provision of Services equivalent to those set forth in this RFP and any and all required registration, licensure, certification and/or accreditation documents.

7.9 **References:**

- A. **Reference Data Sheet.** Proposals shall include a complete and verified Reference Data Sheet which is attached to this RFP as Attachment C – Reference Data Sheet and incorporated herein by reference, as if set forth in full, that includes present and past performance information from a minimum of three (3) former clients, preferably governmental agencies, to whom the Proposer has provided services equivalent to those set forth in this RFP within the past five (5) years.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the provision of Services equivalent to those set forth in this RFP. Each reference must include, at a minimum, all of the following information:
1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 2. The dates on which Services equivalent to those set forth in this RFP were provided to each referenced client.

3. A detailed description of the Services equivalent to those set forth in this RFP that were performed for each referenced client, including, without limitation, the time period in which such Services were delivered.
4. A detailed description of how the Services equivalent to those set forth in this RFP were provided by the Proposer led to accomplishment of each referenced client's objectives.
5. Verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.10 Evidence of Insurability and Business Licensure:

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement that is attached to this RFP as attachment D – Sample Professional Services Agreement and incorporated herein by reference as if set forth in full. Upon the award of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. However, Proposers should not purchase any additional insurance until the final Professional Services Agreement resulting from this RFP process has been awarded. In addition, all Proposers shall certify the possession of any and all licenses, certifications and/or accreditations required for the provision of Services equivalent to those set forth in this RFP.

7.11 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms, conditions and requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. Any exceptions, objections or requested changes to any portion of this RFP, and/or the sample Professional Services Agreement attached hereto, shall be clearly identified and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and section number of the referenced portion of this RFP or the sample Professional Services Agreement attached hereto. Protests based on any exception, objection or requested change shall be considered waived and invalid by the County, if the exception, objection or requested change is not adequately identified and explained in the Proposal.

7.12 Required Attachments:

Proposals that do not contain each of the following attachments will be considered nonresponsive and rejected by the County:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Cost Proposal** (See Section 7.7)
- **Attachment 3 – Supplemental Documentation** (See Section 7.8)
- **Attachment 4 – Reference Data Sheet** (See Section 7.9)

8.0 MODIFICATION OF THE RFP PROCESS:

8.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, discrepancy, omission or other error in this RFP, or the sample Professional Services agreement attached hereto, a

written request for clarification or correction should be immediately submitted to the County at the following address:

COUNTY: Humboldt County DHHS – Public Health
Attention: Mychal Evenson, Administrative Analyst
908 Seventh Street
Eureka, California 95501
Email: mevenson2@co.humboldt.ca.us

Any and all requests for clarification or correction, and any other questions pertaining to this RFP process, must be received by the County on or before **March 29, 2022**. All responses to such requests for clarification or correction and written questions received by the County will be posted on the County's website on or before **April 5, 2022**.

8.2 **Addenda:**

Any and all modifications to this RFP shall be made and distributed by written Addenda. Addenda to this RFP, if necessary, will be distributed via mail, email or facsimile to all Proposers and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated into any and all Proposals, if possible. The Addenda cover sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County, and shall in no way modify this RFP or the obligations of the County or any Proposer.

9.0 **EVALUATION CRITERIA AND SELECTION PROCESS:**

After Proposals are received and opened in accordance with the requirements set forth herein, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications and experience necessary to provide Services equivalent to those set forth in this RFP. In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – 35 Points:** The Proposer's ability to provide Services equivalent to those set forth in this RFP in accordance with the requirements contained herein and the sample Professional Services Agreement attached hereto.
- **Organizational Experience and Capacity – 35 Points:** The Proposer's experience in providing Services equivalent to those set forth in this RFP.
- **Commencement of Services – 10 Points:** The Proposer's ability to start providing Services equivalent to those set forth in this RFP by June 7, 2022.
- **Overall Cost of Services – 15 Points:** The Proposer's ability to provide Services equivalent to those set forth in this RFP in a cost-efficient manner.
- **Other Criteria – 5 Points:** The overall impression of the Proposer's ability to provide Services equivalent to those set forth in this RFP.

All Proposals will be evaluated by an impartial RFP Evaluation Committee comprised of County Staff members and other parties that have expertise regarding, or experience with, the provision of Services equivalent to those set forth in this RFP. The RFP Evaluation Committee may directly request clarification

of Proposals from, and/or interviews with, one (1) or more Proposers. The purpose of any such requests for clarifications or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposer's ability to perform Services equivalent to those set forth in this RFP. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing, as appropriate. Any delay caused by a Proposer's failure to respond to such a request for clarification or interview may result in the rejection of the Proposal.

The evaluation and selection process set forth in this RFP is designed to award a final Professional Services Agreement to the Proposer with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a final Professional Services Agreement, if made by the County, will be based upon a total evaluation of each Proposal and the projected costs associated therewith.

All contacts made with the County during the evaluation, and selection process shall be through DHHS – Public Health Administrative Analyst, Mychal Evenson (see Section 8.1 for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written complaint from the Proposer about this RFP process.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process:

Once the evaluation and selection process set forth in this RFP has been completed, the County will notify each Proposer of the final rankings and negotiate the terms and conditions of the final Professional Services Agreement with the highest-ranking Proposer. The highest-ranking Proposer shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by the Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal.

10.2 Scoping Meeting:

The highest-ranking Proposer may be asked to attend a scoping meeting to ensure that the Proposer has a full understanding of the terms, conditions and requirements that will be included in the final Professional Services Agreement resulting from this RFP process. The scoping meeting will also provide the highest-ranking Proposer with an opportunity to ask questions regarding the services that it will be expected to provide pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.

10.3 Award of Final Professional Services Agreement:

If the County determines, after completion of the contract negotiation process, to award a contract for the provision of Services equivalent to those set forth in this RFP, the final Professional Services Agreement shall be sent to the Successful Proposer for signature. Once a signed copy has been returned to the County, the final Professional Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Professional Services Agreement to the Proposer which, in the sole judgment of the County, meets the County's objective of monitoring, evaluating and supporting the implementation and operation of the Tobacco-Free Humboldt Program in accordance with any and all applicable provisions of the Program Guidelines. No Proposal shall be binding upon the County until a final Professional Services Agreement is signed by duly authorized representatives of both the Successful Proposer and the County.

10.4 Contractual Requirements:

- A. **Term.** The final Professional Services Agreement resulting from this RFP process shall begin on June 7, 2022 and shall remain in full force and effect until June 30, 2025, unless sooner terminated or extended as set forth therein. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Professional Services Agreement resulting from this RFP process, via duly executed amendments thereto, based on the availability of funds.
- B. **Termination for Cause.** If, in the County's opinion, the Successful Proposer fails to adequately provide the agreed upon Services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Professional Services Agreement resulting from this RFP process, or violates any local, state or federal law, regulation or standard applicable to its performance thereunder, the County may immediately terminate the Professional Services Agreement or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.
- C. **Termination without Cause.** The County may terminate the final Professional Services Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice.
- D. **Termination due to Insufficient Funding.** The County's obligations under the final Professional Services Agreement resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate the final Professional Services Agreement resulting from this RFP process upon seven (7) days advance written notice.
- E. **General Reporting Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to provide the County with any and all reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable local, state and federal timeframes and accessibility requirements.
- F. **Preparation and Maintenance of Performance and Financial Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to prepare accurate and complete, performance and financial records, documents and other evidence relating to the provision of Services equivalent to those set forth herein, and to maintain and preserve said records for at least three (3) years from the date of final payment under the final Professional Services Agreement, or as otherwise required by any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- G. **Inspection of Performance and Financial Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to make any and all performance and financial records, documents and other evidence relating to the provision of Services equivalent to those set forth herein available during normal business hours to inspection, audit and reproduction by the County and any other duly authorized local, state and/or federal agencies, including, without limitation, the California Department of Public Health and the California State Auditor's Office. The Successful Proposer

will also be required to allow interviews of any of its employees who might reasonably have information related to such records by the County and any other duly authorized local, state and/or federal agencies.

- H. Project Monitoring.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the County will have the right to monitor any and all activities related to the provision of Services equivalent to those set forth herein, including, without limitation, the right to review and monitor the Successful Proposer’s records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the final Professional Services Agreement. The Successful Proposer will be required to cooperate with corrective action plans, if deficiencies in its records, policies, procedures or business operations are identified by the County. However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposer’s performance under the final Professional Services Agreement resulting from this RFP process.
- I. Disclosure of Confidential Information.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to protect any and all confidential information obtained pursuant to the terms and conditions thereof in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act; the United States Health Information Technology for Economic and Clinical Health Act; the United States Health Insurance Portability and Accountability Act of 1996; and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the United States Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- J. Non-Discrimination Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time.
- K. Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the final Professional Services Agreement resulting from this RFP process if it is determined that the Successful Proposer falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.

- L. **Indemnification Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in the final Professional Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- M. **Insurance Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies. The Successful Proposer shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the final Professional Services Agreement resulting from this RFP process.
- N. **Compliance with Applicable Laws and Licensure Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all local, state and federal laws, regulations, policies, procedures, guidelines and standards applicable to the provision of Services equivalent to those set forth herein. In addition, the Successful Proposer will be required to comply with any and all applicable local, state and federal registration, licensure, certification and accreditation requirements.
- O. **Jurisdiction and Venue.** The final Professional Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- P. **Assignment.** The final Professional Services Agreement resulting from this RFP process shall not be assignable by the Successful Proposer without prior approval from the County.

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process, at any time after the issuance of this RFP, but prior to the award of the final Professional Services Agreement, if the County determines, in its sole discretion, that cancellation is in the County's best interest for any reason, including, without limitation: the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith, or the County determines, after review and evaluation of the Proposals, that the County's needs can be satisfied through an alternative method.

The County hereby reserves the right to amend or modify the scope of Services set forth in this RFP prior to the award of the final Professional Services Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Professional Services Agreement for the provision of Services equivalent to those set forth herein, or to pay any costs incurred in the preparation of any Proposals submitted in response hereto.

**REQUEST FOR PROPOSALS NO. DHHS2022-01
TOBACCO-FREE HUMBOLDT PROGRAM
ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit with Proposal)**

REQUEST FOR PROPOSALS – NO. DHHS2022-01 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250, *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this organization has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. DHHS2022-01 and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Title

Name

Date

This organization hereby acknowledges receipt / review of the following Addendum(s), if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

**REQUEST FOR PROPOSALS NO. DHHS2022-01
TOBACCO-FREE HUMBOLDT PROGRAM
ATTACHMENT B – COST PROPOSAL FORM
(Submit with Proposal)**

Itemize all costs that will be incurred by the County for the provision of Services equivalent to those set forth in RFP No. DHHS2022-01. Price Quotes shall include any and all costs associated with the provision of such Services. A narrative should be attached to clarify any pricing data submitted.

A. Personnel Costs	
Title:	
Salary Calculation:	
Description of Duties:	\$0.00
Total Personnel Costs:	
\$0.00	
B. Operational Costs	
Item:	
Description:	\$0.00
Total Operational Costs:	
\$0.00	
C. Supply Costs	
Item:	
Description:	\$0.00
Total Supply Costs:	
\$0.00	
D. Transportation and Travel Costs	
Item:	
Description:	\$0.00
Total Transportation and Travel Costs:	
\$0.00	
E. Indirect Costs	
Item: Overhead and administrative costs	
Description: Not to exceed ten percent (10%) of total direct costs	\$0.00
Total Indirect Costs:	
\$0.00	
Total:	
\$0.00	

Personnel Costs: Include all employee costs, but not those incurred by independent contractors, with each employee type listed separately. Examples of calculations are: Fifteen percent (15%) of Two Thousand Dollars (\$2,000.00) per month, multiplied by six (6) months; or Twenty (20) hours multiplied by Fifteen Dollars (\$15.00) per hour, multiplied by fifty-two (52) weeks plus any applicable benefits.

Operational Costs: Include any and all expenses associated with the proposed professional consulting services, except consumable supply and travel costs, including, without limitation, rent, office supplies, postage, paper, equipment, contract labor or services, with each cost type listed separately.

Supply Costs: Include any and all supplies that will be consumed in relation to the provision of the proposed professional consulting services, including, without limitation, food and meeting supplies.

Transportation Costs: Include any and all vehicle purchase and/or rental costs, employee per-mile reimbursements and other travel-related expenses.

Indirect Costs: Per federal guidance, indirect overhead and administrative costs may not exceed ten percent (10%) of the total modified program costs.

**REQUEST FOR PROPOSALS NO. DHHS2022-01
TOBACCO-FREE HUMBOLDT PROGRAM
ATTACHMENT C – REFERENCE DATA SHEET
(Submit with Proposal)**

REFERENCE DATA SHEET	
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate Population:	
Number of Departments:	
General Description of Services:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate Population:	
Number of Departments:	
General Description of Services:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate Population:	
Number of Departments:	
General Description of Services:	

**REQUEST FOR PROPOSALS NO. DHHS2022-01
TOBACCO-FREE HUMBOLDT PROGRAM
ATTACHMENT D – SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONTRACTOR]
FOR FISCAL YEARS 2021-2022 THROUGH 2024-2025**

This Agreement, entered into this ____ day of _____, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Contractor], a [Name of State] [type of organization], hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Public Health (“DHHS – Public Health”), desires to retain a qualified professional to provide certain specified professional consulting services that are designed to monitor, evaluate and support the implementation and operation of the Tobacco-Free Humboldt Program in accordance with any and all applicable provisions of the amended Local Leadership Agency Comprehensive Tobacco Control Guidelines issued by the California Department of Public Health on April 30, 2021; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the professional consulting services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Public Health Director or a designee thereof.

2. TERM:

This Agreement shall begin on [] [], 2022 and shall remain in full force and effect until June 30, 2025, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, in its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 2021-2022, [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 2022-2023, [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 2023-2024 and [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 2024-2025. In the event the maximum amount payable for a specified fiscal year is not reached, the remaining balance thereof may be added to the maximum amount payable for the following fiscal year. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month in which services are provided hereunder. CONTRACTOR shall submit a final invoice for payment within thirty (30) days after the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Public Health
Attention: Jessica Bradbury, Budget Specialist
507 F Street
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Public Health
Attention: Sarah Nelson, Senior Health Education Specialist
908 Seventh Street
Eureka, California 95501

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

7. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies.

Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. HIPAA Business Associate Requirements. CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in Exhibit D – County of Humboldt HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

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11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY hereby reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.
- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR’s indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers’ Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as “XCU Hazards.”
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
 Attention: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501

CONTRACTOR: [Name of Contractor]
 Attention: [Name of Contact Person], [Job Title]
 [Street Address]
 [City], [State] [Zip Code]

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures, guidelines and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Registration and Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal registration, licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, any and all educational, experience and registration requirements set forth in the amended Local Leadership Agency Comprehensive Tobacco Control Guidelines issued by the California Department of Public Health on April 30, 2021, as may be further amended from time to time.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein. If any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall

be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

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30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required shall be given in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the registration, licensing and confidentiality requirements set forth herein. CONTRACTOR shall remain responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3(D) – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONTRACTOR]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form
- Exhibit D – County of Humboldt HIPAA Business Associate Agreement

EXHIBIT A
SCOPE OF SERVICES

[Name of Contractor]

For Fiscal Years 2021-2022 through 2024-2025

1. SERVICES:

- A. Provision of Administrative Services. CONTRACTOR shall provide, in accordance with any and all applicable, local, state and federal laws, regulations, policies, procedures, guidelines and standards, administrative services that are designed to evaluate and monitor the success of the Tobacco-Free Humboldt Program. The types of administrative services that CONTRACTOR will be required to provide pursuant to the terms and conditions of this Agreement shall include, without limitation, all of the following:
1. Developing an evaluation plan which defines the methods that will be utilized to evaluate the success of the Tobacco-Free Humboldt Program during the period of January 1, 2022 through June 30, 2025.
 2. Developing program evaluation and data collection procedures that are based on sound evaluation and measurement principles in order to ensure the reliability and validity of the data collected for each evaluation activity set forth in the evaluation plan developed pursuant to the terms and conditions of this Agreement.
 3. Conducting data collection logistics planning, including, without limitation, developing a database for the storage of online and/or handheld program data collected for each evaluation activity set forth in the evaluation plan developed pursuant to the terms and conditions of this Agreement.
 4. Conducting key informant interviews, pre-training and post-training assessments, focus groups, observation surveys, public opinion surveys, coalition satisfaction surveys, policy reviews, consumer testing and other methods that are designed to collect data for each evaluation activity set forth in the evaluation plan developed pursuant to the terms and conditions of this Agreement.
 5. Processing, preparing and analyzing data collected for each evaluation activity set forth in the evaluation plan developed pursuant to the terms and conditions of this Agreement.
 6. Preparing, in collaboration with County staff, interim and final evaluation reports, which interpret the results of each evaluation activity set forth in the evaluation plan developed pursuant to the terms and conditions of this Agreement and provide recommendations that are intended to improve the overall success of the Tobacco-Free Humboldt Program.
- B. Provision of Training Services. CONTRACTOR shall conduct trainings, and/or provide technical assistance, regarding the program evaluation and data collection activities and procedures developed pursuant to the terms and conditions of this Agreement.
- C. Project Planning and Coordination. CONTRACTOR shall maintain timely and regular communication with COUNTY in order to plan, organize and coordinate information pertaining to, the provision of the professional consulting services required pursuant to the terms and conditions of this Agreement, including, without limitation, attending monthly meetings with appropriate DHHS – Public Health staff regarding evaluation plan development and implementation.

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2. COUNTY RESPONSIBILITIES:

COUNTY shall provide CONTRACTOR with reasonable access to any and all information, records and documentation needed to provide the professional consulting services required hereunder.

**EXHIBIT B
SCHEDULE OF RATES**

[Name of Contractor]

For Fiscal Years 2021-2022 through 2024-2025

COUNTY shall compensate CONTRACTOR for the professional consulting services provided pursuant to the terms and conditions of this Agreement at the following maximum rates of compensation:

A. Personnel Costs	
Title:	
Description of Duties:	\$0.00
Total Personnel Costs:	
\$0.00	
B. Operational Costs	
Item:	
Description:	\$0.00
Total Operational Costs:	
\$0.00	
C. Supply Costs	
Item:	
Description:	\$0.00
Total Supply Costs:	
\$0.00	
D. Transportation and Travel Costs	
Item:	
Description:	\$0.00
Total Transportation and Travel Costs:	
\$0.00	
E. Indirect Costs	
Item: Overhead and administrative costs	
Description: Not to exceed ten percent (10%) of total direct costs	\$0.00
Total Indirect Costs:	
\$0.00	
Total:	
\$0.00	

Fluctuations of up to ten percent (10%) of salary costs to account for wage increases, new hires, *etc.* are allowable if total amount of personnel costs category does not increase.

Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

EXHIBIT C
SAMPLE INVOICE FORM

[Name of Contractor]

For Fiscal Years 2021-2022 through 2024-2025

[Insert Sample Invoice Form]

EXHIBIT D
COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT

[Name of Contractor]

For Fiscal Years 2021-2022 through 2024-2025

RECITALS:

WHEREAS, COUNTY, as a “Covered Entity” wishes to disclose certain information to CONTRACTOR, hereafter known as “BUSINESS ASSOCIATE” pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”).

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

WHEREAS, pursuant to HIPAA Regulations, the Privacy Rule and Security Rule (defined below) COUNTY is required to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. Breach.** As used herein, the term “Breach” shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- B. Breach Notification Rule.** As used herein, the term “Breach of Notification Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- C. Business Associate.** As used herein, the term “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. Covered Entity.** As used herein, the term “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, without limitation, 45 C.F.R. Section 160.103.
- E. Designated Record Set.** As used herein, the term “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- F. Electronic Protected Health Information.** As used herein, the term “Electronic Protected Health Information” means Protected Health Information that is maintained in or transmitted by electronic media.
- G. Electronic Health Record.** As used herein, the term “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- H. Health Care Operations.** As used herein, the term “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- I. **Privacy Rule.** As used herein, the term “Privacy Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- J. **Protected Health Information.** As used herein, the term “Protected Health Information” (“PHI”) means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- K. **Protected Information.** As used herein, the term “Protected Information” shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY’s behalf.
- L. **Security Incident.** As used herein, the term “Security Incident” shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- M. **Security Rule.** As used herein, the term “Security Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- N. **Unsecured PHI.** As used herein, the term “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. OBLIGATIONS OF BUSINESS ASSOCIATE:

- A. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE’s obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- B. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE’s obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third-party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third-party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third-party, and (ii) a written agreement from such third-party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.1. of the Agreement, to the extent it has knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- C. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information 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 PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- D. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- E. **Business Associate’s Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2(D) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- F. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under California Health and Safety Code Section 123110 and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- G. **Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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- H. Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- I. Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall concurrently provide COUNTY with a copy of any Protected Information and other records that BUSINESS ASSOCIATE provides to the Secretary.
- J. Minimum Necessary.** BUSINESS ASSOCIATES and its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. 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."
- K. Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- L. Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.1408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C);

45 C.F.R. Section 164.308(b)]. Any and all notices required pursuant to the terms and conditions of this provision shall be submitted to COUNTY at the following address:

COUNTY: Humboldt County DHHS Compliance and Quality Assurance Office
Attention: Compliance and Quality Assurance Administrator & Privacy Officer
507 F Street
Eureka, California 95501
(707) 441-5410

- M. Breach Pattern or Practice by Business Associate’s Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one (1) of the reasonable steps to cure the breach or end the violation.
- N. Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or investigation by the Office for Civil Rights or other state or federal government entity.

3. TERMINATION:

- A. Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- B. Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary’s guidance regarding proper destruction of PHI.

4. INTERPRETATION:

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.